

SEALED

**AGREEMENT FOR IMPOUND SERVICES
Wrecker Contractor**

THIS AGREEMENT is made between the City of Wichita, Kansas (hereinafter referred to as the City) and **Tow Service, Inc., 3760 S Broadway, Wichita, KS 67216**, Telephone (316)522-5353, (hereinafter referred to as the Wrecker Contractor) on the 1st day of November, 2016.

WHEREAS, the City desires to employ the services of the Wrecker Contractor to provide 24/7 full service Impound Towing and Storage. These impound tow services will be for vehicles impounded as directed by the Wichita Police Department pursuant to Section 11.97.010 et seq. of the Code of the City of Wichita. Examples of impounded vehicles are tows from arrests, accidents, and abandoned vehicles. Wrecker Contractor will auction the impounded vehicles as directed by the Wichita Police Department utilizing the auction service selected by Wrecker contractor; and

WHEREAS, the CITY has solicited a proposal for impound towing, storage, and on-line auction services (Formal Proposal – FP640016; and

WHEREAS, the City has sought competitive proposals for this purpose under Proposal No. FP640016, and Wrecker Contractor has submitted the proposal beneficial to the City; and

WHEREAS, the Wrecker Contractor is capable of providing the impound towing, storage, and on-line auction services required; and

WHEREAS K.S.A. 8-1101 et seq. are the state laws applicable to the towing, removing, storing, sale, and release of vehicles by towing companies. The City and Wrecker Contractor are bound by the provisions of these State Statutes and City Code 11.97.010 et seq. and City Code 3.40 et seq. of the City of Wichita.

NOW, THEREFORE, the parties agree as follows:

- I. **Term.** The work under this Agreement shall commence on or about November 1, 2016. The term of this contract shall be from November 1, 2016, through February 28, 2018, with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties. Wrecker Contractor will begin towing impounded vehicles to its own lot on November 1, 2016.

- II. **Services to be Performed by the Wrecker Contractor.** Wrecker Contractor shall provide to the CITY those services specified in its response to Formal Proposal Number – FP640016, which are incorporated herein by this reference the same as if it were fully set forth. The request for proposal package, including all specifications and addendums, provided by the City of Wichita as part of the request for proposal letting process for FP640016, shall be considered a part of this contract and is incorporated by reference herein.

a. Agreement

The parties agree that during the terms of this agreement the City of Wichita may establish its own wrecker service that may be included in the S.P.I.D.E.R. rotation list for Police Impound Services. The City of Wichita reserves the right during the renewal term of this agreement to include additional licensed Wrecker Contractors or entities that meet the City Towing Ordinances, and agree to the existing terms of this contract, may be added to the current Wrecker Contractor list in the S.P.I.D.E.R. rotation. Compliance with State and local regulations is the responsibility of the Wrecker Contractor.

Wrecker Contractor will be available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, to respond to calls for service. Wrecker Contractor will respond to police dispatched calls within forty-five (45) minutes of the time the call is received, except in inclement weather.

Wrecker Contractor will completely remove all resulting wreckage, debris, and reasonable amounts of fluids which are dropped or spilled from the site of an accident. Prior to leaving the scene of an accident, Wrecker Contractor will remove any and all other reasonable amounts of substances dropped upon the highway from such vehicle(s), including all broken glass which remains in the street, but excluding truck or vehicle cargos.

Wichita Police Department may direct Wrecker Contractor to tow impound vehicles and all other items without a VIN directly to the City of Wichita, Central Maintenance Facility, 1801 S. McLean, Wichita, KS. Wichita Police Department will pay the cost of the tow to the Wrecker Contractor as per the fee schedule as stated in Exhibit B.

All wreckers will be clearly and permanently marked with the name and address of the licensee on both doors of the vehicle. All wrecker drivers shall wear shirts identifying the licensee's company name. All wreckers will be registered with the Kansas Corporation Commission. Such registration shall remain current during the term of this agreement.

Wrecker Contractor will have a minimum of three (3) tow trucks, all of which will be a minimum 16,000 GVW.

Wrecker Contractor will provide a lot capacity of at least 15,000 square feet. Wrecker Contractor will have a clearly identified space exclusively for Wichita Police Department impounds. Such area does not have to be the entire 15,000 square foot lot size. The properties need to be properly zoned and, if required, have a Conditional Use Permit that would allow the uses that would be able to be used for this agreement.

Wrecker Contractor will maintain an office adjacent to its storage facility to enable legal owners of vehicles to retrieve their vehicles. This office will be open to the public 365 days per year, daily from 7 a.m. to 7 p.m. so that the owners may retrieve their vehicles.

Wrecker Contractor will provide a contact person and telephone number that will be responsible for dealing with the public and the Wichita Police Department staff, along with the handling of any complaints.

Wrecker Contractor will digitally photograph all vehicles prior to impounding the vehicle. A minimum of ten (10) digital photographs shall be taken per vehicle and emailed daily to the Wichita Police Department's Property and Evidence Section. Photographs of the engine/transmission, front of vehicle, right side of vehicle, left side of vehicle, rear of vehicle, keys, contents of front seat, contents of back seat, contents of trunk unless inaccessible, odometer reading if available, and interior (mainly the dash area to capture stereo equipment), and one photograph of the VIN number are mandatory. Such photos will be stored by Wrecker Contractor for sixty (60) days, or until the vehicle is released and the photographs are available for the Wichita Police Property and Evidence staff to view and print.

Wrecker Contractor will accept credit cards or debit cards for payment for the release of Impound vehicles at no additional cost to the owner.

Wrecker Contractor will keep up-to-date with all federal, state and local income, sales and property taxes. Wrecker Contractor will pay, all federal and state withholding taxes when due.

Wrecker Contractor will be a properly organized Kansas Corporation authorized to transact business within the State of Kansas. Wrecker Contractor shall, at all times, remain in good standing with the Kansas Secretary of State.

Wrecker Contractor shall comply with all Kansas Statutes and city ordinances and any subsequent amendments thereto, relative to the towing, removing, or storing of vehicles at the request of the City, and the sale or release of vehicles by the Wrecker Contractor. Failure to comply with these applicable laws shall constitute grounds for termination of the contract.

b. Reporting

Wrecker Contractor will be required to furnish the following monthly reports to the Wichita Police Department by the 10th day of the following month:

Wrecker Contractor will complete the Wichita Police Department's form that details all charges for each impound tow. Monthly reports will be provided by the Wrecker Contractor of all of the Wichita Police Department's invoiced impound property on hand, detailed billing of each impound tow, to include vehicle information (color, make/model, year, VIN), case number, the purchased price at the on-line auction, and the amount to be paid to the Wichita Police Department. These reports shall be submitted to Wichita Police Department staff by the 10th day of the following month. Other reports to facilitate auditing may be requested during this agreement as requested by the Wichita Police Department staff.

Wrecker Contractor will provide electronic daily reports to the Wichita Police Department's Property and Evidence staff, including digital photographs of each towed vehicle. Reports should include the time and date of the tow, location of tow request, time the tow unit is on the scene, time the towed vehicle arrived at the storage facility, total mileage of the tow, tow truck number and driver, the lot the vehicle was towed to, year, make, model, VIN number, and case number if available. Release documents of vehicles returned to owners shall be submitted to the Wichita Police Department within twenty-four (24) hours of the release of the vehicle.

There is a maximum of forty (40) days of storage at twenty seven dollars (\$27) per day that may be charged to vehicles that are released back to the owners.

c. Disposition of Vehicles

The Wichita Police Department will provide the first legal notification to the owner of the impounded vehicle at the City's expense, as required by State Statute. The remaining statutory notifications are the sole responsibility of the Wrecker Contractor. All costs associated with the required subsequent notifications shall be at the sole expense of the Wrecker Contractor. After the required statutory period has passed, Wrecker Contractor will be allowed to auction the vehicle. The disposal of impounded vehicles shall be in compliance pursuant to all of the requirements set forth in K.S.A. 8-1102. Wrecker Contractor will hold the City harmless and indemnify the City from all claims, suits, actions, and proceedings of every name or description as a result the improper sale of any vehicle, or Wrecker Contractor's failure to properly notify the legal owner of the sale as required by law, unless the City illegally or improperly impounded the vehicle.

Wrecker Contractor will utilize their selected auction firm for selling impounded vehicles utilizing an on-line auction services. Wrecker Contractor shall notify the Wichita Police Department within twenty (20) days of execution of this agreement, the Auction Firm they have selected. Wrecker Contractor may not own, or have any ownership interest, in any Auction Firm used by the Wrecker Contractor. The Wichita Police Department must be notified in writing within ten (10) days of any change in the selected Auction Firm. The selected Auction Firm representative will photograph and write a description of each vehicle or equipment to be sold. Vehicles and/or equipment will be sold in the next available auction, after the required thirty (30) day waiting period, or as required in State Statute.

The selected Auction Firm will advertise a Legal Publication of the vehicle(s) and/or equipment sale and send the legal publication affidavit to Wichita Police Department staff prior to the sale date. The Wrecker Contractor will remove and properly dispose of (destroy) the license plates from vehicles prior to the auction date. All publication costs are the sole responsibility of the Wrecker Contractor or its selected Auction Firm.

Wrecker Contractor shall allow potential public auction purchasers the ability to register, bid on impound vehicles and have access to inspect vehicles by appointment only, or a

designated open house, during normal business hours between 8:00 a.m. and 5:00 p.m., Monday through Friday.

Wrecker Contractor shall allow, without the assessment of storage fees, purchasers seven (7) days following the close of an auction to take delivery of a purchased vehicle. On the seventh day, Wrecker Contractor shall notify their selected auction representative, if the vehicle is not picked up by the purchaser. If such vehicle is not picked up within that time frame, Wrecker Contractor may assess storage fees of twenty seven dollars (\$27) per day for each additional day the vehicle remains on the lot, to be paid for by the purchaser. If a vehicle is not picked up within ten (10) days following the close of an auction, Wrecker Contractor may sell the vehicle at the next scheduled auction.

- III. ***Wrecker Fees for Release Vehicles.*** Wrecker Contractor shall assess towing and storage fees in an amount not to exceed those set forth in Exhibit B attached hereto. In addition, Wrecker Contractor agrees to collect a fee of thirty dollars (\$30) per released vehicle for notices, to be processed by the Wichita Police Department. Such fee shall be transmitted to the Wichita Police Department monthly.

IV. ***Conditions of Agreement***

Wichita Police Department reserves the right to have any vehicle returned to the possession of the Department, or its rightful owner, prior to auction, even if the item has already been collected by proposer, if all fees accumulated to date are paid in full. The Wichita Police Department will have the right to any vehicle that is part of a criminal investigation.

Wichita Police Department may conduct regular and unannounced random inspections of the Wrecker Contractor facility twenty-four (24) hours a day, seven (7) days per week, and 365 days per year. Wrecker Contractor will allow the Wichita Police Department to monitor all administrative functions associated with Wichita Police Department vehicles taken into custody by the Wrecker Contractor.

During the performance of this contract, Wrecker Contractor shall retain, all records pertaining to this agreement for a period of three (3) years from the completion of the contract. Such records shall be available to the Wichita Police Department during the Wrecker Contractor's normal working hours.

City reserves the right to conduct an audit of all Wrecker Contractor documents relating to this contract on a regular and unannounced random basis. All files relative to this agreement will be made available during normal working hours.

- V. ***Billing and Payment.*** Impounded vehicles will be sold utilizing the Auction Firm selected by the Wrecker Contractor. The selected Auction Firm will be utilized for the annual term of the contract.

The selected Auction Firm or Wrecker Contractor will remit one hundred and twenty-five dollars (\$125) to the Wichita Police Department per four-wheeled vehicle with an engine

and transmission sold, with the remaining of the auction proceeds to be paid to the Wrecker Contractor for the towing and storage fees of each vehicle. The Wichita Police Department will be paid an amount of one hundred and twenty-five dollars (\$125) for each such impounded vehicle sold by the selected Auction Firm, regardless of the sale price of the impounded vehicle. The selected Auction Firm or Wrecker Contractor will remit fifteen percent (15%) of the gross sale price of all other items sold at auction to the Wichita Police Department. Wrecker Contractor shall provide verification to the Wichita Police Department of all such vehicles or other items that have been approved by Wichita Police Department to be properly destroyed and shall keep any proceeds obtained from the destruction of property. The selected Auction Firm or Wrecker Contractor shall make payment Wichita Police Department for each impound vehicle sold within twenty (20) business days of the sale of the vehicle.

The Auction Firm shall remit detailed auction sale invoices to the Wichita Police Department from each completed auction, detailing the vehicle VIN number, impound case number and sale price to Wichita Police Department. The City will audit and verify the sale of impound vehicles from the payments submitted by the Auction Firm or Wrecker Contractor, as well as the sale price of the sold impound vehicles for reporting purposes.

Any personal property not returned to the owner of the impounded vehicle shall be sold at public auction and Auction Firm will provide an auction report to Wichita Police Department. The Wrecker Contractor shall receive, the auction sale price of such personal property. No proceeds of the sale of personal property shall be required to be transmitted to the Wichita Police Department.

- VI. ***Independent Contractor Status.*** The Wrecker Contractor's status for conduct of tasks described herein shall be as an independent contractor, and not as an agent or employee of the City. Any and all employees or agents of the Wrecker Contractor while engaged in the performance of any work or service required by the Wrecker Contractor under this Agreement shall be considered employees of the Wrecker Contractor only and not of the City. Any and all claims that may arise under the Kansas Workers' Compensation Act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the Wrecker Contractor's employees or agents while so engaged in any of the work or service anticipated herein shall be the sole obligation and responsibility of the Wrecker Contractor.

- VII. ***Acceptance Procedure.*** The Wrecker Contractor shall render the deliverables as described in services to be performed, under the terms and conditions thereof. The City shall have a maximum of thirty (30) days from the delivery completed reports and recommendations within which to respond in writing to such delivery. If the City believes the completed work does not conform to the requirements of the Agreement, it shall notify the Wrecker Contractor in writing thereof, within the above-mentioned thirty (30) days and shall indicate with particularity in what manner the reports fails to conform. In the absence of such notice of non-conformance, acceptance of the work will be presumed.

- VIII. ***Nondiscrimination in Employment.*** During the performance of this Agreement, the Wrecker Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, ancestry or national origin. The City's anti-discrimination requirements, attached as Exhibit A, are made a part of this Agreement by reference.
- IX. ***Termination by the City.*** If, for any cause within the term this Agreement, the Wrecker Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner as required by this Agreement, or if the Wrecker Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall notify the Wrecker Contractor within ten (10) days of the violation. If the Wrecker Contractor has not remedied the violation with ten (10) days to the City's approval and acceptance, thereupon the City at its discretion shall have the right to terminate this Agreement by giving written notice to the Wrecker Contractor of such termination, effective thirty (30) days following receipt of same, provided, however, that the Wrecker Contractor shall be provided a reasonable time within which to remedy such deficiencies. The Wrecker Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.
- X. ***Termination by the Wrecker Contractor.*** The Wrecker Contractor may terminate this Agreement at any time for failure of the City to comply with any material terms or conditions of this Agreement, effective sixty (60) days following receipt, provided, however, that the City shall be provided a reasonable time within which to remedy such deficiencies. Wrecker Contractor may terminate this Agreement for any reason with one hundred and eighty (180) days written notice to the City.
- XI. ***Governing Law.*** The laws of the State of Kansas shall govern the validity, construction, interpretation, and effect of this Agreement.
- XII. ***Waivers.*** The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law.

XIII. **Representatives of Contracting Parties.** The following designated parties shall represent the parties to this Agreement for notification and communication as may be required:

(a) Representing the City:

Chief of Police or designee
Wichita Police Department
455 N. Main 4th floor
Wichita, Kansas 67202
(316)268-4158

(b) Representing the Wrecker Contractor:

Tow Service, Inc.
Attn: Mr. Mark Ysidro
3760 S. Broadway
Wichita, KS 67216
(316)522-5353

XIV. **Insurance and Indemnification.**

A. Wrecker Contractor will carry occurrence insurance coverage during the term of this Contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 each occurrence \$1,000,000 each aggregate
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Property Damage Liability	\$1,000,000 each occurrence \$1,000,000 each aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 each occurrence \$1,000,000 each aggregate
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2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$1,000,000 each accident
Property Damage Liability	\$1,000,000 each accident

Or

Bodily Injury and Property Damage
Liability (Combined Single Limit) \$1,000,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability \$100,000 each accident

4. Coverage shall include garage keeper's insurance as per license requirement.

B. Wrecker Contractor shall save and hold the City harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of Wrecker Contractor, its officers, agents, servants, or employees, occurring in the performance of its services under this Agreement.

Wrecker Contractor will indemnify the City from all claims, suits, actions and proceedings of every name or description, in law or equity, including defense costs relating to or an account to any injuries or damages received or sustained by any person, firm or corporation as a result of any act or omission of Wrecker Contractor while engaged in any action or providing any service pursuant to this Agreement.

XV. ***Prohibition Against Assignment and Delegation.*** Notwithstanding any other provision of this Agreement, the Wrecker Contractor warrants that it shall not transfer, pledge, or otherwise assign this Agreement, or any interest therein, or any claim arising there under, to any party or parties, bank, trust, company, or other financing institution. None of the Wrecker Contractor's duties under this Agreement may be delegated to or sub-contracted to any persons other than those described in the successful proposal without the express written permission of the City.

XVI. ***Third Party Rights.*** It is specifically agreed between the parties that it is not intended by any of the provisions of this Agreement to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

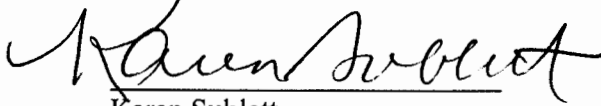
XVII. ***Compliance with Laws.*** The Wrecker Contractor shall comply with all laws, statutes and ordinances that may pertain to the providing of services under this Agreement.

XVIII. ***Representative's Authority to Contract.*** By signing this contract, the representative of the **WRECKER CONTRACTOR** represents that he or she is duly authorized by the **WRECKER CONTRACTOR** to execute this contract, and that the **WRECKER CONTRACTOR** has agreed to be bound by all its provisions.

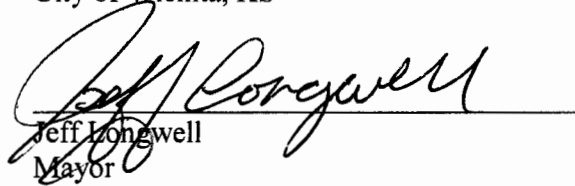
IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

Attest

City of Wichita, KS



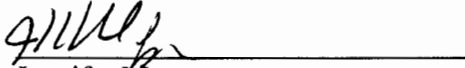
Karen Sublett
City Clerk



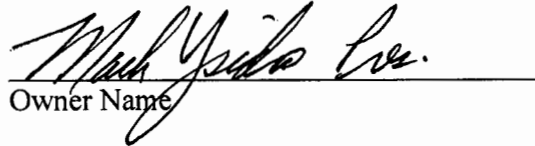
Jeff Longwell
Mayor

Approved as to Form:

Tow Service, Inc.



Jennifer Magana
City Attorney and Director of Law



Owner Name

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

EXHIBIT B

WRECKER FEES

No additional charges will be levied against vehicles towed under this Agreement without the written authorization of the Chief of Police or his designee, or at the request of the owner. The following fees shall apply to all Police Impounds. For Light Duty Towing there will be no tow charge that shall exceed \$185 unless the vehicle requires up righting or winching.

1. Light Duty Towing: \$95 hook up fee plus \$4.00 per loaded mile. Additional Charges include: Up righting - \$45; Dolly Service - \$43; Winching - \$25 per one-fourth hour; Waiting Time - \$15 per one-fourth hour;
2. Storage: \$27 per day; heavy duty storage: \$50 per day per unit
3. Tarp Fee: \$15
4. Oil Dry: \$15
5. Lot Fee: \$15
6. Medium/Heavy Duty Towing & Recovery: \$250 per hour portal to portal
7. Heavy Duty Landoll: Specialized Low Boy Transport \$250 per hour portal to portal
8. Clean up that requires loader, bobcats, power brooms, forklifts, and/or extra man power to be added to any tow based on the actual cost plus basis of the service rendered plus 10%.
9. Wichita Police Department Processing Fee for Notices: \$30

Any Police Impound released to the owner of the vehicle will have a maximum storage of forty five (45) days.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

RECEIVED

FEB 28 2018

PURCHASING

**2018 CONTRACT AMENDMENT
for
TOW, IMPOUND, STORAGE & ON-LINE AUCTION**

SCANNED

THIS CONTRACT AMENDMENT is entered into this 1st day of March, 2018 by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called "**CITY**", and **Tow Service, Inc.** hereinafter called "**CONTRACTOR**".

WITNESSETH THAT:

WHEREAS, on the 1st day of November, 2016 the above-named parties entered into a contract for **Tow, Impound, Storage & On-Line Auction** for the Police Department of the **City of Wichita** for Formal Proposal – FP640016 as per the proposal, addenda and specifications of May 13, 2016; and approved by the City Council on October 18, 2016

WHEREAS, the specifications for Formal Proposal – FP640016 specified the terms of the contract were to be from November 1, 2016 through February 28, 2018; with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties and

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of November 1, 2016 and Contract Amendment of March 1, 2018, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments;

Term of Contract: The terms of this contract amendment will be from **March 1, 2018 through February 28, 2019** with options to renew the contract under the same terms and conditions for three (3) additional one (1) year periods by mutual agreement of both parties. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **VENDOR**.

Response Time:

Wrecker Contractor will be available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, to respond to call for service. Wrecker Contractor will respond to police dispatched call within **forty five (45) minutes** of the time the call is received except for inclement weather. There will be a ten (10) day suspension from the WPD impound rotation list if contractor does not respond within forty five (45) minutes. Any additional violations by the Contractor may result in additional suspensions exceeding ten (10) day and/or termination of the contract.

Vehicle Markings Required:

All wreckers will be clearly and permanently marked with the name and address of the licensee on both doors of the vehicle. All wrecker drivers shall wear shirts identifying the licensee's company name for the **one** business name on the wrecker driving by the employee. All wreckers will be registered with the Kansas Corporation Commission. Such registration shall remain current during the term of this contract.

Termination by the City. If, for any cause within the term this Agreement, the Wrecker Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner as required by this Agreement, or if the Wrecker Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall notify the Wrecker Contractor **within ten (10) days of being made aware of the violation.** If the Wrecker Contractor has not remedied the violation with ten (10) days to the City's approval and acceptance, thereupon the City at its discretion shall have the right to terminate this Agreement by giving written notice to the Wrecker Contractor of such termination, effective thirty (30) days following receipt of same, provided, however, that the Wrecker Contractor shall be provided a reasonable time within which to remedy such deficiencies. The Wrecker Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

Suspension of Contract Terms due to Billing Errors.

For impound invoices for tows occurring after March 1, 2018, the identification of two or more invoice errors by WPD staff and agreed upon by the Contractor during a thirty (30) day period, following written notification to the Wrecker Contractor, will result in a suspension of the Wrecker Contractor. Such suspension shall be for to ten (10) days. The continued or repeated submission of invoices containing billing errors may result in termination of the contract.

Direct WPD Tows.

The Wichita Police Department may direct Wrecker Contractor to tow impounded vehicles located within the city limits from that specific location to a Wichita Police property. The maximum fee for such tow will be capped at a maximum of \$100 tow fee, with no additional charges. Rare specialized tows, such as overturned vehicle or submerged or partially submerged vehicles will be negotiated with a supervisor per the stated impound fees.

No additional charges will be levied against vehicles towed under this Agreement without the written authorization of the Chief of Police or his designee, or at the request of the owner. The following fees shall apply to all Police Impounds. For Light Duty Towing there will be no tow charge that shall exceed \$185 unless the vehicle requires up righting or winching.

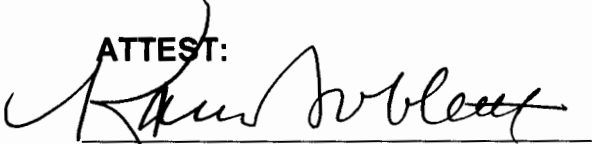
1. Light Duty Towing: **\$100** hook up fee plus \$4.00 per loaded mile. Additional Charges include: Up righting - \$45; Dolly Service - \$43; Winching - \$25 per one-fourth hour; Waiting Time - \$15 per one-fourth hour;
2. Storage: \$27 per day; heavy duty storage: \$50 per day per unit
3. Tarp Fee: \$15
4. Oil Dry: \$15
5. Lot Fee: \$15
6. Medium/Heavy Duty Towing & Recovery: \$250 per hour portal to portal
7. Heavy Duty Landoll: Specialized Low Boy Transport \$250 per hour portal to portal
8. Clean up that requires loader, bobcats, power brooms, forklifts, and/or extra man power to be added to any tow based on the actual cost plus basis of the service rendered plus 10%.
9. Wichita Police Department Processing Fee for Notices: \$30 (Not to be charged to Wichita Police Department)

Any Police Impound released to the owner of the vehicle will have a maximum storage of forty (40) days.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

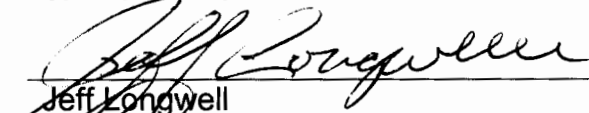
IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:



Karen Sublett
City Clerk

THE CITY OF WICHITA



Jeff Longwell
Mayor

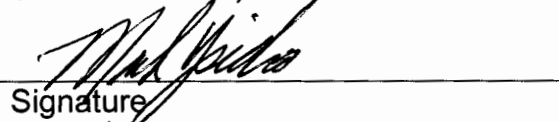
APPROVED AS TO FORM:

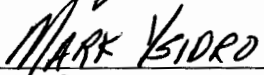


Jennifer Magana
City Attorney and Director of Law



TOW SERVICE, INC.



Signature

Print Signature Name


Title (President or Corporate Officer)

Exhibit A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

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A NEW WAY TO SIGN IN - If you already have a SAM account, use your **SAM email** for login.gov.

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ALERT - June 11, 2018: Entities registering in SAM must submit a [notarized letter](#) appointing their authorized Entity Administrator. Read our [updated FAQs](#) to learn more about changes to the notarized letter review process and other system improvements.

Search Results

Current Search Terms: Tow Service, Inc.*

Total records:0

[Save PDF](#) [Export Results](#) [Print](#)

Result Page:

Sort by [Relevance](#) Order by [Descending](#)

No records found for current search.

Result Page:

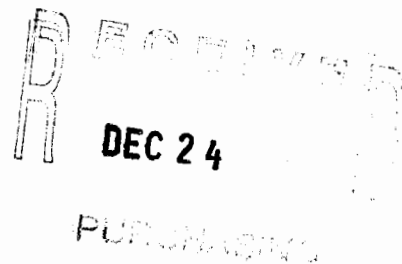
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WWW5

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- [GSA.gov](#)
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This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



Department of Finance

Tow Service, Inc.
3760 S. Broadway
Wichita, KS 67216-7216

December 13, 2018
BP640084

Ladies &/or Gentlemen:

The City of Wichita wishes to exercise its option to renew its contract dated November 1, 2016, with your firm [Vendor Code Number – 807694-001] to provide **Tow, Impound, Storage & On-Line Auction Service** {Commodity Code Number – 96890} (Formal Proposal – FP640016) for the Police Department of the City of Wichita. This is to be per your proposal and the specifications of May 13, 2016, and as approved by the City Council on October 18, 2016.

The renewal of this contract and its amendment dated March 1, 2018 shall be for a one (1) year period, from **March 1, 2019 through February 28, 2020**, with options to renew under the same terms and conditions for two (1) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

We ask that a current Certificate of Insurance for your company be submitted to our office. **The City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as the Certificate Holder and named as an Additional Insured.**

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement that is attached and made a part of this contract by reference hereto.

If you are in full agreement with the renewal of this contract, **please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing Office with your insurance certificate.** The second copy should be retained for your files.

Sincerely,

Melinda A. Walker
Purchasing Manager

MAW/lk
Attachment

TOW SERVICE, INC.

Signature
PRESIDENT

Title (President or Corporate Officer)

MARK YSIDRO

Print Name
316-522-5353

Telephone Number

Purchasing Office

City Hall • 12th Floor • 455 North Main • Wichita, Kansas 67202-1679

T 316.268.4636 F 316.268.4656

www.wichita.gov



Department of Finance

Tow Service, Inc.
3760 S Broadway
Wichita, KS 67216

February 21, 2020

BP640086

84

Ladies &/or Gentlemen:

The City of Wichita wishes to exercise its option to renew its contract dated November 1, 2016, with your firm [Vendor Code Number – 810444-001] to provide **Tow, Impound, Storage & On-Line Auction Service** {Commodity Code Number – 96890} (Formal Proposal – FP640016) for the Police Department of the City of Wichita. This is to be per your proposal and the specifications of May 13, 2016, and as approved by the City Council on October 18, 2016.

The renewal of this contract and its amendment dated March 1, 2018 and the attached March 1, 2020 shall be for a one (1) year period, from **March 1, 2020 through February 28, 2021**, with options to renew under the same terms and conditions for one (1) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

We ask that a current Certificate of Insurance for your company be submitted to our office or already have one on file in our office. **The City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as the Certificate Holder and named as an Additional Insured.**

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement that is attached and made a part of this contract by reference hereto.

If you are in full agreement with the renewal of this contract, **please have the president or a corporate officer of your company sign and return both copies of the attached contract amendment to our Purchasing Office with your insurance certificate.** The second copy should be retained for your files.

Sincerely,

Melinda A. Walker
Purchasing Manager

MAWN
Attachment

Purchasing Office

City Hall • 12th Floor • 455 North Main • Wichita, Kansas 67202-1679

T 316.268.4636 F 316.268.4656

www.wichita.gov

2020 CONTRACT AMENDMENT
for
TOW, IMPOUND, STORAGE & ON-LINE AUCTION

THIS CONTRACT AMENDMENT is entered into this 1st day of March, 2020 by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called "**CITY**", and **Tow Service, Inc.** hereinafter called "**CONTRACTOR**".

WITNESSETH THAT:

WHEREAS, on the 1st day of November, 2016 the above-named parties entered into a contract for **Tow, Impound, Storage & On-Line Auction** for the Police Department of the **City of Wichita** for Formal Proposal – FP640016 as per the proposal, addenda and specifications of May 13, 2016; and approved by the City Council on October 18, 2016

WHEREAS, the specifications for Formal Proposal – FP640016 specified the terms of the contract were to be from November 1, 2016 through February 28, 2018; with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms by mutual agreement of the parties and

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of November 1, 2016, Contract Amendment of March 1, 2018, and Contract Amendment of March 1, 2020 are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments;

Term of Contract: The terms of this contract amendment will be from **March 1, 2020 through February 28, 2021** with options to renew the contract under the same terms and conditions for one (1) additional one (1) year period by mutual agreement of both parties. This amendment to the contract is subject to cancellation by the **CITY**, at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the **VENDOR**.

Response Time:

Wrecker Contractor will be available twenty-four (24) hours a day, seven (7) days a week, 365 days per year, to respond to call for service. Wrecker Contractor will respond to police dispatched call within **forty five (45) minutes** of the time the call is received except for inclement weather. There will be a ten (10) day suspension from the WPD impound rotation list if contractor does not respond within forty five (45) minutes. Any additional violations by the Contractor may result in additional suspensions exceeding ten (10) day and/or termination of the contract.

Vehicle Markings Required:

All wreckers will be clearly and permanently marked with the name and address of the licensee on both doors of the vehicle. All wrecker drivers shall wear shirts identifying the licensee's company name for the **one** business name on the wrecker driving by the employee. All wreckers will be registered with the Kansas Corporation Commission. Such registration shall remain current during the term of this contract.

Termination by the City. If, for any cause within the term this Agreement, the Wrecker Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner as required by this Agreement, or if the Wrecker Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall notify the Wrecker Contractor **within ten (10) days of being made aware of the violation**. If the Wrecker Contractor has not remedied the violation with ten (10) days to the City's approval and acceptance, thereupon the City at its discretion shall have the right to terminate this Agreement by giving written notice to the Wrecker Contractor of such termination, effective thirty (30) days following receipt of same, provided, however, that the Wrecker Contractor shall be provided a reasonable time within which to remedy such deficiencies. The Wrecker Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

Suspension of Contract Terms due to Billing Errors.

For impound invoices for tows occurring after March 1, 2018, the identification of two or more invoice errors by WPD staff and agreed upon by the Contractor during a thirty (30) day period, following written notification to the Wrecker Contractor, will result in a suspension of the Wrecker Contractor. Such suspension shall be for to ten (10) days. The continued or repeated submission of invoices containing billing errors may result in termination of the contract.

Direct WPD Tows.

The Wichita Police Department may direct Wrecker Contractor to tow impounded vehicles located within the city limits from that specific location to a designated Wichita Police property. The maximum fee for such tow will be capped at a maximum of \$100 tow fee, with no additional charges.

Rare & Specialized.

Rare specialized tows, such as overturned vehicle or submerged or partially submerged vehicles will be approved by a WPD supervisor on-site per the stated impound fees.

The towing fee for these types of vehicles shall be paid by the insurance company, if there is no insurance then Wichita Police Department will pay the actual cost of the tow, including any required divers or specialized equipment.

Oversized Trailers, Campers and/or Recreational Vehicles

The towing for these types of vehicles shall be that for a heavy duty fee of \$250 as approved by the WPD supervisor. If the vehicle is not sold at an auction, then the Wichita Police Department will pay the disposal fee approved by WPD supervisor.

Fees.

No additional charges will be levied against vehicles towed under this Agreement without the written authorization of the Chief of Police or his designee, or at the request of the owner. The following fees shall apply to all Police Impounds. For Light Duty Towing there will be no tow charge that shall exceed \$200 unless the vehicle requires up righting or winching that is approved by a WPD supervisor, this maximum amount does not include storage charges.

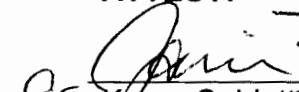
1. Light Duty Towing: \$105 hookup fee plus \$4.50 per loaded mile. Additional Charges include: Up righting - \$45; Dolly Service - \$43; Rollback Fee - \$55; Winching - \$25 per one-fourth hour; Waiting Time - \$15 per one-fourth hour;
2. Storage: \$30 per day; heavy duty storage: \$50 per day per unit
3. Tarp Fee: \$20
4. Oil Dry: \$25
5. Lot Fee: \$20
6. Medium/Heavy Duty Towing & Recovery: \$250 per hour portal to portal
7. Heavy Duty Landoll: Specialized Low Boy Transport \$250 per hour portal to portal
8. Clean up that requires loader, bobcats, power brooms, forklifts, and/or extra man power to be added to any tow based on the actual cost plus basis of the service rendered plus 10%.
9. Wichita Police Department Processing Fee for Notices: \$30 (Not to be charged to Wichita Police Department). The Wrecker Contractor will collect the \$30 processing for the Wichita Police Department and send the fee to Wichita Police Department.
10. Only after the 10 day waiting period, the Wrecker Contractor may charge a Title Verification Fee of \$20 to only those vehicles that have not been picked up and only to those vehicles that the Wrecker Contractor actually has title verification processing fees.

Any Police Impound released to the owner of the vehicle will have a maximum storage of forty (40) days.

Representative's Authority to Contract. By signing this contract, the representative of the contractor or vendor represents that he or she is duly authorized by the contractor or vendor to execute this contract, and that the contractor or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

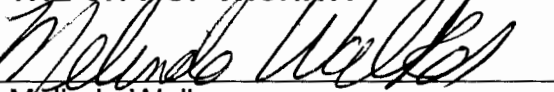
ATTEST:



Karen Sublett
City Clerk

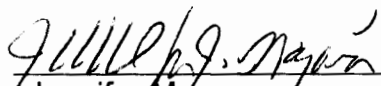


THE CITY OF WICHITA



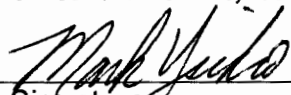
Melinda Walker
Purchasing Manager

APPROVED AS TO FORM:



Jennifer Magana
City Attorney and Director of Law

TOW SERVICE, INC.



Signature



Print Signature Name



Title (President or Corporate Officer)

EXHIBIT A

CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions:** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability:** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.
City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-

insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.
12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin, ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto. Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs

fewer than four employees during the term of this Agreement or whose contracts with the City cumulatively total \$5,000 or less during the City's fiscal year. You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: <https://ep.wichita.gov>. Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.



Tow Service, Inc.
3760 S Broadway
Wichita, KS 67216

November 20, 2020
16640084

Ladies &/or Gentlemen:

The City of Wichita wishes to exercise its option to renew its contract dated November 1, 2016, with your firm to provide **Tow, Impound, Storage & On-Line Auction Service** {Commodity Code Number – 96890} (Formal Proposal – FP640016) for the Police Department of the City of Wichita. This is to be per your proposal and the specifications of May 13, 2016, and as approved by the City Council on October 18, 2016.

The renewal of this contract and its amendment(s) dated March 1, 2018 and March 1, 2020, shall be for a one (1) year period, from **March 1, 2021 through February 28, 2022**, by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

We ask that a current Certificate of Insurance for your company be submitted to our office. **The City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as the Certificate Holder and named as an Additional Insured.**

The attached **Exhibits A and B** are now mandatory addenda to all City Purchasing contracts. They are incorporated into this renewal of the original contract by reference, and acceptance of this contract renewal acts as an acceptance of these additional terms.

If you are in full agreement with the renewal of this contract, please have the president or a corporate officer of your company sign and return this letter to our Purchasing Office with your insurance certificate. A copy should be retained for your files.

Tow Service, Inc
November 20, 2020
Page # 2

Sincerely,
Jason Brogden
for Melinda A. Walker
Purchasing Manager

MAW/vc

TOW SERVICE, INC.

Mark Ysidro

Signature
OWNER

Title (President or Corporate Officer)

MARK YSIDRO

Print Name
(316) 522-8918

Telephone Number



Tow Service Inc.
3760 S. Broadway
Wichita, KS 67216

February 23, 2022
Contract 16640084

Ladies &/or Gentlemen:

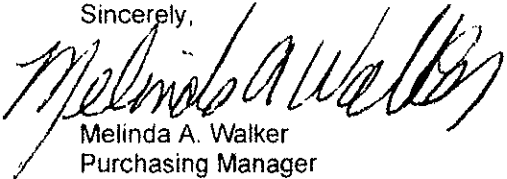
The City of Wichita wishes to **extend** its contract dated November 1, 2016, with your company to provide **Tow, Impound, Storage & On-Line Auction Services** (Formal Proposal – FP640016) for the Police Department of the City of Wichita. This is to be per your bid and the specifications of May 13, 2016, and as approved by the City Council on October 18, 2016.

The **extension** of this contract shall be for a two-month period, from **March 1, 2022, through April 30, 2022**, under the same terms and conditions by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

The attached Exhibits A and B are now mandatory addenda to all City Purchasing contacts. They are incorporated into this renewal of the original contract by reference, and acceptance of this contract renewal acts as an acceptance of these additional terms.


If you are in full agreement with the extension of this contract, **please have the President or a corporate officer of your company return a signed copy of this letter to our Purchasing Office.** A copy should be retained for your own files.

Sincerely,


Melinda A. Walker
Purchasing Manager

MAW/vc

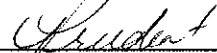
TOW SERVICE INC.



Signature

MARK YL1780

Print Name



Title (President or Corporate Officer)

(316) 522-5353

Telephone Number