

THIS CONTRACT, made and entered into this ____ day of _____ 2017, is herein called Contract for Fiber Installation and Repair as a Yearly Agreement by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by (hereinafter "City"), and Lan-Tel Communications Services, Inc., a corporation in the State of Missouri, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, City has caused to be prepared General Terms and Conditions, Insurance Requirements, Special Conditions and/or Specifications, Invitation for Bid, Proposal for Term and Supply Contracts and any special bid clauses/addenda listed under Special Attachments below (hereinafter "Contract Documents") said contract documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and,

WHEREAS, Supplier did, on the 20th day of June, 2017, file with City its bid to furnish such equipment, supplies, labor and/or services, as specified; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor, and/or services as specified, IT IS AGREED:

1. The City of Lee's Summit, Missouri does hereby accept, with modifications, if any, the Bid of Supplier.
2. A copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Contract Documents become the agreement and contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and that the compensation to be paid to the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Services shall only be provided after receipt of a written request or order from the City after the Chief Technology Officer or his designee has determined that budgeted funds are available to cover the cost of the services.
4. This Contract shall be effective on the ____ day of August, 2017, Contract period from _____, 2017 to _____, 2018. The City may, at its' option, renew the Contract for up to three (3) additional one-year contract periods by giving written notice to the Supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per Bid No. 2017-120 Section 2.1, Renewal Option.
5. No financial obligation shall accrue against the City until Supplier makes delivery pursuant to order of the Procurement and Contract Services Division Manager and/or his approved designee.
6. Fund Allocation. Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Seller understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
7. This Contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this Contract immediately, under breach of contract, if the Supplier fails to perform in accordance with the terms and conditions as referenced to and incorporated above. In the event any termination of contract by the Supplier, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Supplier will be liable for all costs in excess of the established contract pricing.

Bid Number:	2017-120	Dated:	06.30.2017	Pages:	1	to	21
Insurance Requirements:				Pages:	13	to	14
General Conditions:				Pages:	15	to	19

Stephen A. Arbo

Procurement Officer of Record

Stephen A. Arbo, City Manager

Date

Company Name

Company Authorized Signature

Title

Date

Type or Print the Name of Authorized Person

APPROVED AS TO FORM:

Office of the City Attorney

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

INVITATION FOR BID NUMBER 2017-120

The City of Lee's Summit will accept electronically submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

FIBER INSTALLATION AND REPAIR

IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE OPENING DATE OF JUNE 6, 2017 AT 3:00 PM LOCAL TIME

The cutoff date for any questions for this bid is May 30, 2017 at noon, Local Time.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicInfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the submittal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone #	Date
Fax #	Tax ID #
E-mail	Entity Type

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INVITATION FOR BID #2017-120

The City of Lee's Summit will accept electronically submitted bids from qualified persons or firms for Fiber Installation and Repair as a yearly contract. Bids must be received electronically into Public Purchase by 3:00 PM Local time, on June 6, 2017. Bids will be read aloud publicly in the Finance and Procurement Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the bid closing time stated above

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> or by contacting the Procurement Officer listed on page 1. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process.

Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.

It is the responsibility of interested firms to check the appropriate website for prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. Mo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor.

For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Contractor reciting compliance is not sufficient.

DeeDee Tschirhart, Senior Procurement Officer

SCOPE: The City of Lee's Summit is soliciting bids for qualified firms or persons for Fiber Installation and Repair. This will be a yearly contract.

NOTE: The City reserves the right to bid any project over the City's informal bid threshold amount of \$3,000.00 and is determined to be in the best interest of the City. Projects that exceed the \$3,000.00 informal bid threshold, and the City deems not necessary to bid, will require a written project estimate and the appropriate supervisor or designee approval prior to commencing work (Section 2.8.1).

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 Direct all questions regarding this bid to the Procurement Officer listed on page 1. The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.2 Bids submitted on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.
- 1.3 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification must be received no later than May 30, 2017 at noon local time.
- 1.4 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.6 Or Please state on this form, total costs of materials requested. Prices shall include transportation to destination. In the event of errors in extension of totals, the unit prices shall prevail.
- 1.7 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. Bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.8 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the bid opening date by the City of Lee's Summit shall bind the supplier to furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City of Lee's Summit.
- 1.9 The City reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.10 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.
- 1.11 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located on pages 15-19. Any bid conditioned on conflicting Terms & Conditions may be rejected.

2.0 SPECIFIC REQUIREMENTS OF BID:

- 2.1 Renewal Option:
 - 2.1.1 The City reserves the right to re-new this contract for three (3) additional one-year renewal periods.
 - 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
 - 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager or Department Head conducting the solicitation no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
 - 2.1.4 The Procurement Officer or City staff conducting this solicitation shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

- 2.2 Licenses and Permits: Successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded bidders' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.
- 2.3 Insurance: The bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract-if applicable.
- 2.4 Prevailing Wages: Any work that changes or increases the size, type, or extent of a public works facility will require that all wages paid be in compliance with the Prevailing Wage Laws of the State of Missouri. Note: If questions arise whether the work is new installation or routine repair and maintenance, the City's legal counsels decision shall prevail. The City will accept one MDOLIR Affidavit Compliance with The Prevailing Wage Law at the end of each job classified as new installation/prevailing wage law applicable. According to the Prevailing Wage Law, the following definition shall apply to this contract: Construction: Includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair or Major Repair: Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs."
What is the difference between major repair and maintenance? "Major repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding major repairs should be addressed to the Division. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project **is not** subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facilities is not changed, it is maintenance.
- 2.5 Invoice-Payment Requirements: Contractor shall provide certified copies of payroll with each invoice for jobs classified as new construction or major repair. All invoices must state whether work being performed is major or new construction. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by Contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.
- 2.6 Evaluation Criteria: Award consideration will be based on:
- 2.6.1 Price: Lowest and best price for service, as specified, will be considered in evaluating this bid.
- 2.6.2 References and Experience: Consideration will be given to the length of time the company has been in operation, providing similar services; past performance history, and references.
- 2.7 Post award information:
- 2.7.1 Bidder will be contacted for services as required for ALL work by Bryan Hall, Enterprise Technology Services Manager or the supervisor(s) on the approved call out list. Bidder shall not perform work for any department without prior approval by the Enterprise Services Manager.
- 2.7.2 All work shall be performed and all complaints handled with due regard to the City public relations. Bidder shall utilize competent employees in performing the work. At the request of the City, the bidder shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and the bidder shall each be promptly notified by the other of any complaints received.
- 2.7.3 Bidder shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the bidder's equipment or clothing lost, damaged, destroyed or stolen.
- 2.7.4 Proper safety precautions shall be used at all times and shall remain the bidder's responsibility. Bidder shall be equipped to enter confined spaces and hazardous atmospheres meeting all Occupational Safety and Health Administration (OSHA) criteria.
- 2.8 Invoices and payment:
- 2.8.1 The City reserves the right to request copies of supplier's invoices for parts.
- 2.8.2 Bidder shall submit, on a timely basis, an itemized detailed statement of services rendered, including the following:

- Name of City personnel authorizing the work,
 - Name of the employees who performed the work,
 - The hours and rates spent on each job for each given day,
 - A list of all materials used for each job and the location,
 - When parts were used for the job, the percentage of cost must also be shown on invoice,
 - The purchase order number shall be designated on all invoices.
 - Certified payroll for any new work performed
- 2.8.3 Bidder shall keep complete records of all the work performed under the contract.
- 2.8.4 For prompt payment, all invoices and copies of work orders shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063; faxed to 816-969-1113; or e-mailed to ap@cityofls.net.
- 2.8.5 The City reserves the right to audit the successful bidder's financial records.
- 2.9 Compliance: The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division prior to the issuance of a contract:
- Business License
 - Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.
 - Work Authorization Affidavit
 - E-Verify Signature Page
 - List of Subcontractors and Major Suppliers
 - List of Materials and Major Suppliers
 - W-9 (new vendor only)
 - Vendor Information Form (new vendor only)
 - The ten (10) hour on site OSHA construction safety training requirements are applicable for work completed under this Contract. Certificate of Completion must be provided for all of those performing work on said project.
- 2.10 Conflict of Interest: The successful respondent shall not have business dealings which would cause a conflict of interest in its ability to perform the services requested in this solicitation.
- 2.11 **No Financial Interest or Other Conflict:** By submission of its response, the bidder certifies that they are in compliance with items 2.11.1 through 2.12.4.
- 2.11.1 Elected or appointed officials or employees of the **City of Lee's Summit** or any political subdivision thereof, serving in an executive or administrative capacity, **must comply with sections 105.452 and 105.454, RSMo**, regarding conflict of interest.
- 2.11.2 The Contractor/Service Provider hereby covenants that at the time of solicitation submittal the Contractor/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor/Service Provider further agrees that during the term of the contract/agreement neither the Contractor/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.
- 2.12 **Debarment and Suspension Status:**
- 2.12.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 2.12.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.12.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.15.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

3.0 SPECIFICATIONS:**3.1 Responsibilities of the Service Provider:**

- Service Provider is to provide services as needed, in accordance with the installation of new network communication cabling, re-location services and repair of existing infrastructure. All work will be provided on an "as-requested" basis. All work shall include all labor, supervision, equipment, material and incidental costs necessary to provide the contracted work.
- Service Provider shall furnish all labor, materials, and equipment necessary to perform boring services for the City of Lee's Summit within the contract service area and within prescribed times.
- Service Provider will receive requests for service directly from the Chief Technology Officer or Enterprise Technology Services Manager or assigned designee and a Purchase Order will be issued for the project.
- Upon receipt of a request for services, Service Provider will meet with the project manager to determine the scope of the project, visit the site and provide a Work Order Cost Estimate, according to the pricing table provided in the contract. This estimate must be written according to Purchasing Policy.
- Contractor shall not provide more than one thousand dollars (\$1,000) on non-emergency work, including materials, for a given job without a written estimate and obtaining written approval from the Chief Technology Officer or Enterprise Technology Services Manager or assigned designee.
- Hourly charges, if applicable, are to begin when Successful Provider arrives at job site or reports to the Chief Technology Officer or Enterprise Technology Services Manager or assigned designee, whichever is requested by the City of Lee's Summit. The Service Provider shall NOT commence any work until he has notified the proper City of Lee's Summit personnel of his arrival. Service Provider will not be allowed travel time. The City of Lee's Summit shall not be responsible for payment to contractor for any briefings or meetings held between the City of Lee's Summit and the Service Provider, as these meetings are to the mutual benefit of both parties.
- Service Provider shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City of Lee's Summit be responsible for any damages to any of the contractor's equipment or clothing that is lost, damaged, destroyed or stolen. The City is not responsible for, nor shall pay for materials that were not yet installed in their final position.
- The Service Provider shall utilize competent employees in performing the work. At the request of the City of Lee's Summit, the Service Provider shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City of Lee's Summit and the Service Provider shall each be promptly notified by the other of any complaints received.
- Service Provider will contact the appropriate City of Lee's Summit contact individual or Coordinator of Network Services at 816-969-1235 for all contract and administrative issues or problems with locations.
- Proper safety precautions shall be used at all times and shall remain the Service Provider's responsibility. The Service Provider shall be equipped to enter all City of Lee's Summit spaces meeting all Occupational Safety and Health Administration (OSHA) criteria.
- Service provider shall be aware of and abide by all City of Lee's Summit ordinances, policies, rules, and procedures.
- Service provider is responsible for pulling any and all permits that may be required for completing work for any areas, including the City of Lee's Summit.
- Service provider is responsible to any and all damage to any above or underground utilities or facilities caused as a result of their or their contractors work.

3.2 City of Lee's Summit Standards for the Application of this Contract are to include the following:

- Armored Cable
- Application of labels to fiber optic cables
- Fusion Splicing
- Splicing to Include Testing
- LC Type connectors
- Capable of 10GB Performance
- Brands Considered Acceptable by the City of Lee's Summit: Raychem, Tyco, Corning, Prysmian and Channel
- Locate Wires to be Run with all Underground Work
- A record drawing may be requested at the discretion of the City of Lee's Summit for any work performed under this contract, before payment is made to the successful vendor.

3.3 Investigations of Damage to Utilities and Facilities, including City of Lee's Summit facilities:

- Should either party become aware of any damage to any utilities or facilities, including City of Lee's Summit facilities, that occur after service provider has been asked to perform boring or other services with respect to the City of Lee's Summit facilities, the party learning of the damage shall promptly notify the other party. This notification may be made orally. If first notification is

made orally, it shall be followed up with written notification referencing the date and time of the oral communication, and all details related to the damage. Both parties shall be entitled to investigate any report of damage to any facilities, or utilities, including City of Lee's Summit facilities.

- Service Provider will investigate Incidents of damage to any Utilities and Facilities, including City of Lee's Summit facilities and provide a written report of its findings to the customer.

3.4 Restoration Costs:

- If Service Provider receives a request to provide boring/digging or other services with respect to City of Lee's Summit facilities and an excavator or any other Service Provider employee or contractor causes damage to any utility or facility, including City of Lee's Summit facilities, then Service Provider will be responsible for paying for any and all damage and resulting issues related to the damage to the Utilities and Facilities caused by the Service Provider or their contractor. The Service Provider will be responsible for cost related to repair damage cause, and any fault damages caused by their actions.

3.5 Definitions:

- City of Lee's Summit facilities means any underground or above ground cables, lines, valves, wires, pipes or conduits.
- Damage to City of Lee's Summit facilities means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground facility or line, or the rendering of any underground facility or line partially or completely inoperable.
- Underground facilities means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, storm water, including but not limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.

4.0 PRICING:

Buried Fiber during Fiber Install – Prevailing Wage Applicable		
Rates for Buried Fiber	Unit	Cost
Bore includes placement of 1 x 1.25" HDPE conduit includes coupler (36" minimum cover)	Foot	
Trench includes placement of 1 x 1.25" HDPE conduit includes couple (48" minimum cover)	Foot	
Plow includes placement of 1 x 1.25" HDPE conduit includes couple (48" minimum cover)	Foot	
Bore includes placement of 1 x 1.5" HDPE conduit includes couple (36" minimum cover)	Foot	
Bore includes placement of 1 x 2" HDPE conduit includes couple (36" minimum cover)	Foot	
Trench includes placement of 1 x 1.5" HDPE conduit includes couple (48" minimum cover)	Foot	
Trench includes placement of 1 x 2" HDPE conduit includes couple (48" minimum cover)	Foot	
Plow includes placement of 1 x 1.5" HDPE conduit includes couple (48" minimum cover)	Foot	
Plow includes placement of 1 x 2" HDPE conduit includes couple (48" minimum cover)	Foot	
4" HDPE adder (Includes Duct and Couplers)	Foot	
Install each additional conduit up to 2" HDPE (Includes Duct)	Foot	
Install additional 4" HDPE adder (Includes duct and Couplers)	Foot	
Rock Adder/ able to dig -- LSSD approval required	Foot	
Rock Adder/ solid -- LSSD approval required	Foot	
Rod & Proof Existing Conduit (including install pull rope)	Foot	
Pull FOCA in Duct -- up to 1 fiber and 1 x 12-ga. tracer wire, per conduit foot	Foot	
Pull each additional FOCA in Duct	Foot	
Remove & Restore Paved Surface, Concrete	Sq. Foot	
Remove & Restore Paved Surface, Asphalt	Sq. Foot	
18"x24"x30" polymer/concrete 20K rating includes marker post and vault	Each	
24"x30"x48" polymer/concrete 20K rating includes marker post and vault	Each	
Install Ground Rod (includes materials)	Each	
Split Y, intercept existing 2" include excavation	Each	
Additional excavation, existing conduit more than 3' deep	Each	
4'X4'X4' concrete vault w/10"x30" ring and cover (does not include vault or ring)	Each	
Remove Existing Vault or Manhole	Each	
Street Core Asphalt	Each	
Street Core Concrete	Each	
Core Bore, Existing Manhole/Vault/Foundation up to 2"	Each	
Mobilization (only applies to projects under \$1000)	Each	

Aerial Fiber during Fiber Install – Prevailing Wage Applicable		
Rates for Aerial Fiber	Unit	Cost
Install strand; includes labor & materials to place .25" strand; all hardware; bonding material	Feet	
Lash fiber-optic cable; includes labor & materials to lash single fiber; per strand ft.	Feet	
Lash each additional cable	Feet	
Unlash and Lash fiber cable	Feet	
Overlash Cable	Feet	
Dismantle existing fiber & strand	Feet	
Recover fiber	Feet	
Install ADSS fiber includes hardware	Feet	
Anchor, Expansion / Bust (DG & GG included)	Each	
Anchor, Screw (DG & GG included)	Each	
Anchor, Screw (DG & GG included) ROCK per approved	Each	
Sidewalk DG (include post, guard and anchor)	Each	
Riser, 2" PVC U-Guard	Each	
Riser, 4" PVC U-Guard	Each	
2" Steel U-Guard	Each	
4" Steel U-Guard	Each	
2" PVC Stand Off Riser	Each	
4" PVC Stand Off Riser	Each	
Pole transfer straight through	Each	
Pole transfer with guy or dead end	Each	
Pole transfer with double dead end	Each	
Snow-shoes (labor and materials)	Each	

Building Entry during Fiber Install – Prevailing Wage Applicable		
Rates for Building Entry	Unit	Cost
Composite Building Entry up to 350' (Includes 12 splices, wall mounted Dmark, wall core and riser up to 20')	Feet	
Composite Building Entry up to 350' (Includes 12 splices, rack mounted Dmark, wall core and riser up to 20')	Feet	
Place 1.25" Plenum inner duct	Feet	
Set Wall Mount FDF	Each	
Place Junction Box (12"x12"x 6")	Each	
Core Foundation	Each	
Core Floor	Each	
Core Wall	Each	
Place Equipment Rack (19") including bonding/grounding	Each	
Place Back Board - 4'x4'x3/4". Fire Retardant Paint	Each	
Pull fiber interior	Feet	

Fiber Fusion Splicing during Install – Prevailing Wage Applicable		
Rates for Fiber Fusion Splicing	Unit	Cost
Fiber splice up to 48 fibers (including testing)	Each	
Fiber splice 49 fibers or more (including testing)	Each	
Prep fee -- Butt splice includes A case and 2 trays	Each	
Prep fee -- Butt splice includes B case and 2 trays	Each	
Prep fee -- Butt splice includes D case and 2 trays	Each	
Prep fee -- Ring Cut (mid-sheath) includes A case and 2 trays	Each	
Prep fee -- Ring Cut (mid-sheath) includes B case and 2 trays	Each	
Prep fee -- Ring Cut (mid-sheath) includes D case and 2 trays	Each	
Enter existing closure	Each	

Fiber Fusion Splicing during Repair – Prevailing Wage Not Applicable

Rates for Fiber Fusion Splicing	Unit	Cost
Fiber splice up to 48 fibers (including testing)	Each	
Fiber splice 49 fibers or more (including testing)	Each	
Prep fee -- Butt splice includes A case and 2 trays	Each	
Prep fee -- Butt splice includes B case and 2 trays	Each	
Prep fee -- Butt splice includes D case and 2 trays	Each	
Prep fee -- Ring Cut (mid-sheath) includes A case and 2 trays	Each	
Prep fee -- Ring Cut (mid-sheath) includes B case and 2 trays	Each	
Prep fee -- Ring Cut (mid-sheath) includes D case and 2 trays	Each	
Enter existing closure	Each	

Fiber Install – Prevailing Wage Applicable

Rates for Design and Permitting	Unit	Cost
Design	Feet	
Permitting	Each	
Record Drawings	Feet	
Materials Markup for items or services not specifically listed	Percent	

Fiber Install – Prevailing Wage Applicable

Rates for Equipment and Labor	Unit	Standard Rate	After Hour Rate
Supervisor with truck	Hour		
Foreman	Hour		
Operator	Hour		
Laborer	Hour		
Lineman	Hour		
Splicer	Hour		
Truck & tools 1 ton or larger	Hour		
Backhoe and trailer	Hour		
Bucket Truck	Hour		
Fiber Splice Trailer	Hour		

Fiber Repair – Prevailing Wage Not Applicable

Rates for Equipment and Labor	Unit	Standard Rate	After Hour Rate
Supervisor with truck	Hour		
Foreman	Hour		
Operator	Hour		
Laborer	Hour		
Lineman	Hour		
Splicer	Hour		
Truck & tools 1 ton or larger	Hour		
Backhoe and trailer	Hour		
Bucket Truck	Hour		
Fiber Splice Trailer	Hour		

City standard payment terms are Net 30 after receipt of invoice. State any discounts offered:	___%
Delivery Time (after receipt of Purchase Order):	___ days
Warranty:	_____
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you answered "No" to the question above, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?	Yes <input type="checkbox"/> No <input type="checkbox"/>

6.0 LIST OF REFERENCES AND EXPERIENCE: please complete the information listed below in full: If additional space is required, make additional copies of this form and submit with bid

How many years has your firm been in business?	Years: _____
List references and prior experience; preferably with other municipalities, in the last 3-5 year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s); telephone numbers, date of project completion and contract amount.)	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: _____	
Address: _____ _____	
Contact Person: _____	
Title: _____	Telephone No: _____
<u>Description of Work/Services Performed:</u>	
Contract Amount: \$ _____	Completion Date: _____
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: _____	
Address: _____ _____	
Contact Person: _____	
Title: _____	Telephone No: _____
<u>Description of Services Performed:</u>	
Contract Amount: \$ _____	Completion Date: _____

7.0 PERSONNEL QUALIFICATIONS: Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate person who will be supervising project and years of experience in similar work.

Name: _____ # of Years: _____

Type of Experience: _____

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other municipalities or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING

INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

CERTIFICATE OF INSURANCE: The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

NOTICE OF CLAIM: The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:
Is licensed to do business in the State of Missouri;
Carries a Best's policyholder rating of "A" or better;
Carries at least a Class VII financial rating.
OR
Is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, the Contractor shall either:
Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES: Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:

Each occurrence	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Policy must include the following conditions:
Bodily Injury and Property Damage
Insured Contract's Contractual Liability
Explosion, Collapse & Underground (if risk is present)
Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:
Any Auto
OR
All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident	\$500,000
Combined Single Limits	\$500,000

Bodily Injury	\$500,000
Property Damage:	\$500,000

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

WORKERS' COMPENSATION: This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily Injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS:

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Procurement and Contract Services Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

GENERAL TERMS AND CONDITIONS**GENERAL INSTRUCTIONS CONCERNING IFB's/BID's**

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the Invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a EPR9 or better financial performance rating per the current A.M. Best Company ratings.)
 - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
 - B **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**

Performance and Labor and Material Payment Bonds Not Required .

Performance and Labor and Material Payment Bonds Bond Required as stipulated in the "Invitation to Bid".

Note the following:

"The mission of the procurement operation is to provide innovation, value and cost effective solutions with integrity while preserving the public trust."

- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
 - (2) Date of bonds shall be the same as the date of City's execution of the contract.
 - (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
 - (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
 - (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.
10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
- (1) Only firm bids will be considered.
 - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
 - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
 - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
- B **EVALUATION OF BIDS.**
- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
 - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
 - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
 - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
- C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.**GENERAL CONTRACTUAL REQUIREMENTS.****1. DEFINITIONS.**

- A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
- B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
- D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
- H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.

2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.

3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms

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or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
 - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
 - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

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23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

NOTE TO BIDDERS: THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A Wage Rate Stipulation - State of Missouri. If required by the "Invitation to Bid"
- B Wage Rate Determination - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.

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37. **BUILDING REGULATION, PERMITS AND LAW.**
A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
(1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
(2) To any acts of the City.
(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
(4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
B Engineer's Pay Estimates:
(1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
(2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
(3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

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CERTIFIED PAYROLL FORM

Date: _____, I, _____
name of undersigned) (title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____
on the _____;
(Project or Work)

that during the payroll period commencing on the ____ day of _____, _____, all persons employed on the Project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____ (insert name of **Contractor** or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c) and described below:

(2) That any payrolls otherwise under this Contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the State's Prevailing Wage Determination No. _____, dated _____, _____ and General Wage Decision dated _____, _____ incorporated into the Contract; that the classifications set forth therein for each laborer or mechanic conform with the Work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the Contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION	EXPLANATION

REMARKS

Name and Title

Signature

The willful falsification of any of the above statements may subject the **Contractor** or the Subcontractor to civil or criminal prosecution. See Section 1001 of the Title 18 and Section 231 of Title 31 of the United States Code.

PAY APPLICATION

APPLICATION FOR PAYMENT NO. _____	
FOR WORK COMPLETED THROUGH THE PERIOD ENDING ON: _____	
Contract: _____	Date of Application: _____, 20 _____
City Contract No.: _____	Contractor: _____
Engineer: _____	Contractor Address: _____

- A. Original Contract Amount (Paragraph 4.1 in Agreement) \$ _____
- B. Net Amount of Approved Change Orders (From Below) \$ _____
- C. Revised Contract Amount (A + B) \$ _____

- D. Value of Work Performed to Date - (See Attached) \$ _____
- E. Value of Stored Materials \$ _____
- F. Total Value of Work and Materials (D + E) \$ _____

- Less Sum of Previous Request:
- G. Total, Previous Payments \$ _____
- H. Total, Previously Retained \$ _____
- I. Total of Previous Requests (G + H) \$ _____
- J. Amount of This Request (F - I) \$ _____
- K. Less Amount to be Retained (% of J) \$ _____
(Per Article 5 in the Agreement)
- L. **PAYMENT DUE TO CONTRACTOR (J - K)** \$ _____

Retainage:
 Total Retainage as of this pay application (H + K) \$ _____

Days to Date:
 No. Days as of this pay application _____
 Days allowed by Contract 120 % of Days used

RECAP OF CHANGE ORDERS	NET CHANGE
Change Order No. _____	\$ _____
Change Order No. _____	\$ _____
Change Order No. _____	\$ _____
Change Order No. _____	\$ _____

APPROVALS	FUND _____	DEPT _____	PROGRAM _____	ACCOUNT NO. _____	M.FOR \$ _____ (M + N = J)
	SIGNED _____			APPROVED _____	

APPROVALS	FUND _____	DEPT _____	PROGRAM _____	ACCOUNT NO. _____	M.FOR \$ _____ (M + N = J)
	SIGNED _____			APPROVED _____	

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CONTRACTOR'S CERTIFICATION AND AFFIDAVIT

- I. The undersigned **Contractor** certifies that (1) all in-progress and completed Work has been performed and furnished in full accordance with the requirements of the Contract Documents, including any authorized changes in the Work made by Change Order or Change Authorization; (2) all in-progress and completed Work has been inspected by the undersigned and complies accurately with the Contract Documents, including any authorized changes in the Work, all approved technical Submittals and all clarifications and interpretations issued by the **Engineer**, (3) on personal knowledge all the Work, information and amounts stated in this Application for Payment represent true and correct statements of the status of the Work under the Contract up to and including the last day of the period covered by this Application for Payment.

- II. The undersigned **Contractor** further certifies that (1) no part of the "Payment Requested in this Application" has been received by the **Contractor**; (2) all previous progress payments received from the **City** on account of Work completed under the Contract have been applied by the **Contractor** to discharge in full all obligations of the **Contractor** incurred in connection with Work completed and stored covered by previous Applications for Payment, being Applications for Payment numbered 1 through ___ inclusive; and (3) title to all materials and equipment incorporated in the Work or otherwise listed in or covered by this Application for Payment as not incorporated in the Work but delivered and suitable stored at the site (or at another location agreed to in writing) will pass to the **City** at time of payment free and clear of all liens, charges, claims, security interests and encumbrances (except such as covered by Bond acceptable to the **City**).

Dated: _____, 20__

By: _____
(The Contractor)

VERIFICATION

STATE OF MISSOURI)
) SS
COUNTY OF _____)

Before me on this ___ day of _____, 20__, personally appeared _____ to me well known to be the person described in and who signed this Application for Payment, who being by me first duly sworn upon oath, deposes and says that he/she is the _____ and attorney-in-fact for the referenced **Contractor**; and that all of the statements contained in this Application for Payment are true, complete, current and accurate as of the above date.

Notary Public

My commission expires: _____

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

INVITATION FOR BID NUMBER 2017-120

The City of Lee's Summit will accept electronically submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

FIBER INSTALLATION AND REPAIR

IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE OPENING DATE OF JUNE 6, 2017 AT 3:00 PM LOCAL TIME

The cutoff date for any questions for this bid is May 30, 2017 at noon, Local Time.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the submittal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Lan-Tel Communications Services, Inc.		Authorized Person (Print)		
Address	Independence, MO 64056		Signature		
City/State/Zip	816-650-5038	816-650-5862	Title	6-20-2017	43-1865060
Telephone #		Fax #	Date	Tax ID #	
E-mail	shavelka@lantelkc.com		Corporation		
			Entity Type		

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INVITATION FOR BID #2017-120

The City of Lee's Summit will accept electronically submitted bids from qualified persons or firms for Fiber Installation and Repair as a yearly contract. Bids must be received electronically into Public Purchase by 3:00 PM local time, on June 6, 2017. Bids will be read aloud publicly in the Finance and Procurement Conference Room at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the bid closing time stated above.

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> or by contacting the Procurement Officer listed on page 1. Bidders needing to register with Public Purchase click here: <http://www.publicpurchase.com>. This is a two-step process. **Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.**

It is the responsibility of interested firms to check the appropriate website for prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

All wages paid for work under this Contract shall comply with requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. Mo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor.

For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this agreement. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All proposals should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Contractor reciting compliance is not sufficient.

DeeDee Tschirhart, Senior Procurement Officer

SCOPE: The City of Lee's Summit is soliciting bids for qualified firms or persons for Fiber Installation and Repair. This will be a yearly contract.

NOTE: The City reserves the right to bid any project over the City's informal bid threshold amount of \$3,000.00 and is determined to be in the best interest of the City. Projects that exceed the \$3,000.00 informal bid threshold, and the City deems not necessary to bid, will require a written project estimate and the appropriate supervisor or designee approval prior to commencing work (Section 2.8.1).

1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 Direct all questions regarding this bid to the Procurement Officer listed on page 1. The City reserves the right to reject any and all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the City.
- 1.2 Bids submitted on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Division Manager may result in the rejection of your bid.
- 1.3 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request written interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification must be received no later than May 30, 2017 at noon local time.
- 1.4 Changes to the specifications, provisions, or terms and conditions will not be allowed except by written addendum issued by the Procurement and Contract Services Division. Oral explanations or instructions given prior to award will not be binding.
- 1.5 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.6 Or Please state on this form, total costs of materials requested. Prices shall include transportation to destination. In the event of errors in extension of totals, the unit prices shall prevail.
- 1.7 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. Bidders and the public are invited but not required to attend the formal opening of bids. No decisions relating to the award of a contract will be made at the opening.
- 1.8 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the bid opening date by the City of Lee's Summit shall bind the supplier to furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City of Lee's Summit.
- 1.9 The City reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.10 Items required for this contract qualify for exemption from taxes in accordance with RSMo Section 144.062 as well as in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated, the Missouri Department of Revenue has exempted all or those certain items of the contract from State and local sales and use taxes. If your company/firm is located outside the State of Missouri and is unable to honor the City of Lee's Summit's State of Missouri tax exempt status, all pricing submitted shall include any and all applicable taxes.
- 1.11 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located on pages 15-19. Any bid conditioned on conflicting Terms & Conditions may be rejected.

2.0 SPECIFIC REQUIREMENTS OF BID:

- 2.1 Renewal Option:
 - 2.1.1 The City reserves the right to re-new this contract for three (3) additional one-year renewal periods.
 - 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
 - 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Procurement and Contract Services Manager or Department Head conducting the solicitation no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
 - 2.1.4 The Procurement Officer or City staff conducting this solicitation shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

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- 2.2 Licenses and Permits: Successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded bidders' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.
- 2.3 Insurance: The bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract-if applicable.
- 2.4 Prevailing Wages: Any work that changes or increases the size, type, or extent of a public works facility will require that all wages paid be in compliance with the Prevailing Wage Laws of the State of Missouri. Note: If questions arise whether the work is new installation or routine repair and maintenance, the City's legal counsels decision shall prevail. The City will accept one MDOLIR Affidavit Compliance with The Prevailing Wage Law at the end of each job classified as new installation/prevailing wage law applicable. According to the Prevailing Wage Law, the following definition shall apply to this contract: Construction: Includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair or Major Repair: Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs."
What is the difference between major repair and maintenance? "Major repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding major repairs should be addressed to the Division. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project is **not** subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facilities is not changed, it is maintenance.
- 2.5 Invoice-Payment Requirements: Contractor shall provide certified copies of payroll with each invoice for jobs classified as new construction or major repair. All invoices must state whether work being performed is major or new construction. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by Contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Lee's Summit, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.
- 2.6 Evaluation Criteria: Award consideration will be based on:
- 2.6.1 **Price:** Lowest and best price for service, as specified, will be considered in evaluating this bid.
- 2.6.2 **References and Experience:** Consideration will be given to the length of time the company has been in operation, providing similar services; past performance history, and references.
- 2.7 Post award information:
- 2.7.1 Bidder will be contacted for services as required for ALL work by Bryan Hall, Enterprise Technology Services Manager or the supervisor(s) on the approved call out list. Bidder shall not perform work for any department without prior approval by the Enterprise Services Manager.
- 2.7.2 All work shall be performed and all complaints handled with due regard to the City public relations. Bidder shall utilize competent employees in performing the work. At the request of the City, the bidder shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and the bidder shall each be promptly notified by the other of any complaints received.
- 2.7.3 Bidder shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the bidder's equipment or clothing lost, damaged, destroyed or stolen.
- 2.7.4 Proper safety precautions shall be used at all times and shall remain the bidder's responsibility. Bidder shall be equipped to enter confined spaces and hazardous atmospheres meeting all Occupational Safety and Health Administration (OSHA) criteria.
- 2.8 Invoices and payment:
- 2.8.1 The City reserves the right to request copies of supplier's invoices for parts.
- 2.8.2 Bidder shall submit, on a timely basis, an itemized detailed statement of services rendered, including the following:

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- Name of City personnel authorizing the work,
 - Name of the employees who performed the work,
 - The hours and rates spent on each job for each given day,
 - A list of all materials used for each job and the location,
 - When parts were used for the job, the percentage of cost must also be shown on invoice,
 - The purchase order number shall be designated on all invoices.
 - Certified payroll for any new work performed
- 2.8.3 Bidder shall keep complete records of all the work performed under the contract.
- 2.8.4 For prompt payment, all invoices and copies of work orders shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063; faxed to 816-969-1113; or e-mailed to ap@cityofls.net.
- 2.8.5 The City reserves the right to audit the successful bidder's financial records.
- 2.9 Compliance: The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division prior to the issuance of a contract:
- Business License
 - Certificate of Insurance naming the City of Lee's Summit as additional insured under General Liability.
 - Work Authorization Affidavit
 - E-Verify Signature Page
 - List of Subcontractors and Major Suppliers
 - List of Materials and Major Suppliers
 - W-9 (new vendor only)
 - Vendor Information Form (new vendor only)
 - The ten (10) hour on site OSHA construction safety training requirements are applicable for work completed under this Contract. Certificate of Completion must be provided for all of those performing work on said project.
- 2.10 Conflict of Interest: The successful respondent shall not have business dealings which would cause a conflict of interest in its ability to perform the services requested in this solicitation.
- 2.11 **No Financial Interest or Other Conflict:** By submission of its response, the bidder certifies that they are in compliance with items 2.11.1 through 2.12.4.
- 2.11.1 Elected or appointed officials or employees of the **City of Lee's Summit** or any political subdivision thereof, serving in an executive or administrative capacity, **must comply with sections 105.452 and 105.454, RSMo**, regarding conflict of interest.
- 2.11.2 The Contractor/Service Provider hereby covenants that at the time of solicitation submittal the Contractor/Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Contractor/Service Provider further agrees that during the term of the contract/agreement neither the Contractor/Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.
- 2.12 **Debarment and Suspension Status:**
- 2.12.1 **Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 2.12.2 **Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.12.3 **Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.15.4 **Offeror** has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

3.0 SPECIFICATIONS:**3.1 Responsibilities of the Service Provider:**

- Service Provider is to provide services as needed, in accordance with the installation of new network communication cabling, re-location services and repair of existing infrastructure. All work will be provided on an "as-requested" basis. All work shall include all labor, supervision, equipment, material and incidental costs necessary to provide the contracted work.
- Service Provider shall furnish all labor, materials, and equipment necessary to perform boring services for the City of Lee's Summit within the contract service area and within prescribed times.
- Service Provider will receive requests for service directly from the Chief Technology Officer or Enterprise Technology Services Manager or assigned designee and a Purchase Order will be issued for the project.
- Upon receipt of a request for services, Service Provider will meet with the project manager to determine the scope of the project, visit the site and provide a Work Order Cost Estimate, according to the pricing table provided in the contract. This estimate must be written according to Purchasing Policy.
- Contractor shall not provide more than one thousand dollars (\$1,000) on non-emergency work, including materials, for a given job without a written estimate and obtaining written approval from the Chief Technology Officer or Enterprise Technology Services Manager or assigned designee.
- Hourly charges, if applicable, are to begin when Successful Provider arrives at job site or reports to the Chief Technology Officer or Enterprise Technology Services Manager or assigned designee, whichever is requested by the City of Lee's Summit. The Service Provider shall NOT commence any work until he has notified the proper City of Lee's Summit personnel of his arrival. Service Provider will not be allowed travel time. The City of Lee's Summit shall not be responsible for payment to contractor for any briefings or meetings held between the City of Lee's Summit and the Service Provider, as these meeting are to the mutual benefit of both parties.
- Service Provider shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City of Lee's Summit be responsible for any damages to any of the contractor's equipment or clothing that is lost, damaged, destroyed or stolen. The City is not responsible for, nor shall pay for materials that were not yet installed in their final position.
- The Service Provider shall utilize competent employees in performing the work. At the request of the City of Lee's Summit, the Service Provider shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City of Lee's Summit and the Service Provider shall each be promptly notified by the other of any complaints received.
- Service Provider will contact the appropriate City of Lee's Summit contact individual or Coordinator of Network Services at 816-969-1235 for all contract and administrative issues or problems with locations.
- Proper safety precautions shall be used at all times and shall remain the Service Provider's responsibility. The Service Provider shall be equipped to enter all City of Lee's Summit spaces meeting all Occupational Safety and Health Administration (OSHA) criteria.
- Service provider shall be aware of and abide by all City of Lee's Summit ordinances, policies, rules, and procedures.
- Service provider is responsible for pulling any and all permits that may be required for completing work for any areas, including the City of Lee's Summit.
- Service provider is responsible to any and all damage to any above or underground utilities or facilities caused as a result of their or their contractors work.

3.2 City of Lee's Summit Standards for the Application of this Contract are to include the following:

- Armored Cable
- Application of labels to fiber optic cables
- Fusion Splicing
- Splicing to Include Testing
- LC Type connectors
- Capable of 10GB Performance
- Brands Considered Acceptable by the City of Lee's Summit: Raychem, Tyco, Corning, Prysmian and Channel
- Locate Wires to be Run with all Underground Work
- A record drawing may be requested at the discretion of the City of Lee's Summit for any work performed under this contract, before payment is made to the successful vendor.

3.3 Investigations of Damage to Utilities and Facilities, including City of Lee's Summit facilities:

- Should either party become aware of any damage to any utilities or facilities, including City of Lee's Summit facilities, that occur after service provider has been asked to perform boring or other services with respect to the City of Lee's Summit facilities, the party learning of the damage shall promptly notify the other party. This notification may be made orally. If first notification is

made orally, it shall be followed up with written notification referencing the date and time of the oral communication, and all details related to the damage. Both parties shall be entitled to investigate any report of damage to any facilities, or utilities, including City of Lee's Summit facilities.

- o Service Provider will investigate incidents of damage to any Utilities and Facilities, including City of Lee's Summit facilities and provide a written report of its findings to the customer.

3.4 Restoration Costs:

- o If Service Provider receives a request to provide boring/digging or other services with respect to City of Lee's Summit facilities and an excavator or any other Service Provider employee or contractor causes damage to any utility or facility, including City of Lee's Summit facilities, then Service Provider will be responsible for paying for any and all damage and resulting issues related to the damage to the Utilities and Facilities caused by the Service Provider or their contractor. The Service Provider will be responsible for cost related to repair damage cause, and any fault damages caused by their actions.

3.5 Definitions:

- o City of Lee's Summit facilities means any underground or above ground cables, lines, valves, wires, pipes or conduits.
- o Damage to City of Lee's Summit facilities means the penetration or destruction of any protective coating, sheath, housing or other protective facility of underground plant, the partial or complete severance of underground facility or line, or the rendering of any underground facility or line partially or completely inoperable.
- o Underground facilities means any item buried or placed below the ground for use in connection with the storage or conveyance of water, sewage, storm water, including but not limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those parts of poles or anchors below ground.

4.0 PRICING:

Buried Fiber during Fiber Install – Prevailing Wage Applicable		
Rates for Buried Fiber	Unit	Cost
Bore includes placement of 1 x 1.25" HDPE conduit includes coupler (36" minimum cover)	Foot	9.48
Trench includes placement of 1 x 1.25" HDPE conduit includes couple (48" minimum cover)	Foot	4.00
Plow includes placement of 1 x 1.25" HDPE conduit includes couple (48" minimum cover)	Foot	3.45
Bore includes placement of 1 x 1.5" HDPE conduit includes couple (36" minimum cover)	Foot	9.60
Bore includes placement of 1 x 2" HDPE conduit includes couple (36" minimum cover)	Foot	9.95
Trench includes placement of 1 x 1.5" HDPE conduit includes couple (48" minimum cover)	Foot	4.25
Trench includes placement of 1 x 2" HDPE conduit includes couple (48" minimum cover)	Foot	4.6
Plow includes placement of 1 x 1.5" HDPE conduit includes couple (48" minimum cover)	Foot	3.55
Plow includes placement of 1 x 2" HDPE conduit includes couple (48" minimum cover)	Foot	3.75
4" HDPE adder (Includes Duct and Couplers)	Foot	1.90
Install each additional conduit up to 2" HDPE (Includes Duct)	Foot	1.70
Install additional 4" HDPE adder (Includes duct and Couplers)	Foot	1.20
Rock Adder/ able to dig -- LSSD approval required	Foot	6.90
Rock Adder/ solid -- LSSD approval required	Foot	31.65
Rod & Proof Existing Conduit (including install pull rope)	Foot	1.10
Pull FOCA in Duct -- up to 1 fiber and 1 x 12-ga. tracer wire, per conduit foot	Foot	1.10
Pull each additional FOCA in Duct	Foot	0.50
Remove & Restore Paved Surface, Concrete	Sq. Foot	18.40
Remove & Restore Paved Surface, Asphalt	Sq. Foot	18.40
18"x24"x30" polymer/concrete 20K rating includes marker post and vault	Each	632.50
24"x30"x48" polymer/concrete 20K rating includes marker post and vault	Each	977.50
Install Ground Rod (includes materials)	Each	40.25
Split Y, intercept existing 2" include excavation	Each	287.50
Additional excavation, existing conduit more than 3' deep	Each	375.00
4'X4'X4' concrete vault w/10"x30" ring and cover (does not include vault or ring)	Each	1450.00
Remove Existing Vault or Manhole	Each	Per Job Pricing
Street Core Asphalt	Each	430.00
Street Core Concrete	Each	430.00
Core Bore, Existing Manhole/Vault/Foundation up to 2"	Each	230.00
Mobilization (only applies to projects under \$1000)	Each	287.50

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Aerial Fiber during Fiber Install – Prevailing Wage Applicable		
Rates for Aerial Fiber	Unit	Cost
Install strand; includes labor & materials to place .25" strand; all hardware; bonding material	Feet	1.45
Lash fiber-optic cable; includes labor & materials to lash single fiber; per strand ft.	Feet	1.05
Lash each additional cable	Feet	0.46
Unlash and Lash fiber cable	Feet	0.92
Overlash Cable	Feet	1.15
Dismantle existing fiber & strand	Feet	0.69
Recover fiber	Feet	0.69
Install ADSS fiber includes hardware	Feet	2.00
Anchor, Expansion / Bust (DG & GG included)	Each	172.50
Anchor, Screw (DG & GG included)	Each	109.25
Anchor, Screw (DG & GG included) ROCK per approved	Each	340.00
Sidewalk DG (include post, guard and anchor)	Each	230.00
Riser, 2" PVC U-Guard	Each	145.00
Riser, 4" PVC U-Guard	Each	225.00
2" Steel U-Guard	Each	145.00
4" Steel U-Guard	Each	200.00
2" PVC Stand Off Riser	Each	230.00
4" PVC Stand Off Riser	Each	315.00
Pole transfer straight through	Each	75.00
Pole transfer with guy or dead end	Each	95.00
Pole transfer with double dead end	Each	145.00
Snow-shoes (labor and materials)	Each	210.00

Building Entry during Fiber Install – Prevailing Wage Applicable		
Rates for Building Entry	Unit	Cost
Composite Building Entry up to 350' (Includes 12 splices, wall mounted Dmark, wall core and riser up to 20')	Feet	1210.00
Composite Building Entry up to 350' (Includes 12 splices, rack mounted Dmark, wall core and riser up to 20')	Feet	1210.00
Place 1.25" Plenum inner duct	Feet	6.90
Set Wall Mount FDF	Each	200.00
Place Junction Box (12"x12"x 6")	Each	95.00
Core Foundation	Each	235.00
Core Floor	Each	175.00
Core Wall	Each	175.00
Place Equipment Rack (19") including bonding/grounding	Each	265.00
Place Back Board - 4'x4'x3/4". Fire Retardant Paint	Each	145.00
Pull fiber interior	Feet	2.30

Fiber Fusion Splicing during Install – Prevailing Wage Applicable		
Rates for Fiber Fusion Splicing	Unit	Cost
Fiber splice up to 48 fibers (including testing)	Each	40.25
Fiber splice 49 fibers or more (including testing)	Each	34.50
Prep fee -- Butt splice includes A case and 2 trays	Each	776.25
Prep fee -- Butt splice includes B case and 2 trays	Each	735.00
Prep fee -- Butt splice includes D case and 2 trays	Each	718.75
Prep fee -- Ring Cut (mid-sheath) includes A case and 2 trays	Each	835.00
Prep fee -- Ring Cut (mid-sheath) includes B case and 2 trays	Each	793.00
Prep fee -- Ring Cut (mid-sheath) includes D case and 2 trays	Each	776.25
Enter existing closure	Each	247.50

Fiber Fusion Splicing during Repair – Prevailing Wage Not Applicable		
Rates for Fiber Fusion Splicing	Unit	Cost
Fiber splice up to 48 fibers (including testing)	Each	40.25
Fiber splice 49 fibers or more (including testing)	Each	34.50
Prep fee -- Butt splice includes A case and 2 trays	Each	776.25
Prep fee -- Butt splice includes B case and 2 trays	Each	735.00
Prep fee -- Butt splice includes D case and 2 trays	Each	718.75
Prep fee -- Ring Cut (mid-sheath) includes A case and 2 trays	Each	835.00
Prep fee -- Ring Cut (mid-sheath) includes B case and 2 trays	Each	793.00
Prep fee -- Ring Cut (mid-sheath) includes D case and 2 trays	Each	776.25
Enter existing closure	Each	247.50

Fiber Install – Prevailing Wage Applicable		
Rates for Design and Permitting	Unit	Cost
Design	Feet	1.45
Permitting	Each	287.50
Record Drawings	Feet	0.29
Materials Markup for items or services not specifically listed	Percent	11.50

Fiber Install – Prevailing Wage Applicable			
Rates for Equipment and Labor	Unit	Standard Rate	After Hour Rate
Supervisor with truck	Hour	85.00	119.00
Foreman	Hour	75.00	105.00
Operator	Hour	65.00	91.00
Laborer	Hour	50.00	70.00
Lineman	Hour	65.00	91.00
Splicer	Hour	90.00	126.00
Truck & tools 1 ton or larger	Hour	55.00	77.00
Backhoe and trailer	Hour	70.00	98.00
Bucket Truck	Hour	60.00	84.00
Fiber Splice Trailer	Hour	65.00	91.00

Fiber Repair – Prevailing Wage Not Applicable			
Rates for Equipment and Labor	Unit	Standard Rate	After Hour Rate
Supervisor with truck	Hour	75.23	105.32
Foreman	Hour	66.38	92.93
Operator	Hour	57.53	80.54
Laborer	Hour	44.25	61.95
Lineman	Hour	57.53	80.54
Splicer	Hour	79.65	111.51
Truck & tools 1 ton or larger	Hour	48.68	68.15
Backhoe and trailer	Hour	61.95	86.73
Bucket Truck	Hour	53.10	74.34
Fiber Splice Trailer	Hour	57.53	80.54

City standard payment terms are Net 30 after receipt of invoice. State any discounts offered:	___ %
Delivery Time (after receipt of Purchase Order):	10-20 days
Warranty:	1 Year Labor
Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.10?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If you answered "No" to the question above, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.10?	Yes <input type="checkbox"/> No <input type="checkbox"/>

5.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Any contract for services in excess of five thousand dollars (\$5,000), the bidder or business entity, as defined in § 285.530, RSMo, shall, 1. Provide; by sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien and 2. Provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien, including suspension of the Consultant's business license, termination of the contract, debarment from city and State work for a period of three years or permanently, and withholding 25% of the total amount due the Consultant.

All submittals should include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program

CITY OF LEE'S SUMMIT, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMO
(FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)
Effective 1/1/2009

County of Jackson)
State of Missouri) ss.

My name is Stephen Havelka. I am an authorized agent of Len-Tel Communications ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Lee's Summit, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Lee's Summit, Missouri or enter into a contract with a subbidder that knowingly employs or contracts with an illegal alien.

Stephen Havelka
Affiant
Stephen Havelka
Printed Name

Subscribed and sworn to before me this 20 day of June, 2017.

Hope E. Radley
Notary Public

HOPE E. RADLEY
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: December 18, 2017
Commission Number: 13568980

SEAL

6.0 LIST OF REFERENCES AND EXPERIENCE: please complete the information listed below in full: If additional space is required, make additional copies of this form and submit with bid

How many years has your firm been in business?	Years: <u>22+ Years</u>
List references and prior experience, preferably with other municipalities, in the last 3-5 year period, work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
Prior Work/Services Performed for:	
Municipality/Company Name: <u>Unite Private Networks</u>	
Address: <u>7200 NW 86th St.</u> <u>Kansas City, MO 64153</u>	
Contact Person: <u>Kenny Robertsen</u>	
Title: <u>OSP-Engineer</u>	Telephone No: <u>816-541-1429</u>
Description of Work/Services Performed:	
<u>OSP Conduit, Fiber, and WAN Installations</u>	
Contract Amount: \$ <u>Per Job Basis</u>	Completion Date: <u>Multiple Projects</u>
Prior Work/Services Performed for:	
Municipality/Company Name: <u>Level 3 Communications</u>	
Address: <u>2300 Main St #175</u> <u>Kansas City, MO 64108</u>	
Contact Person: <u>Clem Helmstetter</u>	
Title: <u>OSP-Engineer</u>	Telephone No: <u>913-205-4126</u>
Description of Services Performed:	
<u>OSP Conduit, Fiber, and WAN Installations</u>	
Contract Amount: \$ <u>Per Job Basis</u>	Completion Date: <u>Multiple Projects</u>

7.0 PERSONNEL QUALIFICATIONS: Bidders are REQUIRED to provide the information below in FULL DETAIL.

Indicate person who will be supervising project and years of experience in similar work.

Name: Scott Niemeyer # of Years: 20+

Type of Experience: Vice President

Complete the following for employees that would be working on this project. List any previous work directly relating to the scope of this project for other municipalities or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING
Willie Lambert	Fiber Splicer	15 + Years
Tony Guinn	Project Manager	15 + Years
Ryan Lloyd	Project Manager	15 + Years
Brian Walker	Project Manager	15 + Years

INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

CERTIFICATE OF INSURANCE: The Contractor shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Contractor shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Contractor's bid.

NOTICE OF CLAIM: The Contractor shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Contractor's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Contractor shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

INDUSTRY RATING: The City will only accept coverage from an insurance carrier who offers proof that it:

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating.

OR

Is a company mutually agreed upon by the City and the Contractor.

SUB-CONTRACTOR'S INSURANCE: If any part of the contract is to be sublet, the Contractor shall either:

Cover all sub-contractors in the Contractor's liability insurance policy or,

Require each sub-contractor not so covered to secure insurance in the minimum amounts required of the Contractor and submit such certificates to the City as outlined herein.

SELF-INSURED RETENTIONS/DEDUCTIBLES: Any Contractor that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City, such amounts shall be the sole responsibility of the Contractor. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Contractor for such assumed limits.

COMMERCIAL GENERAL LIABILITY POLICY:

Limits:

Each occurrence	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

AUTOMOBILE LIABILITY: Policy shall protect the Contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto

OR

All Owned Autos; Hired Autos; and Non-Owned Autos

Limits:

Each Accident	\$500,000
Combined Single Limits	\$500,000

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Bodily Injury	\$500,000
Property Damage:	\$500,000

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

WORKERS' COMPENSATION: This insurance shall protect the Contractor against all claims under applicable state Workers' Compensation laws. The Contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 Each Accident
Bodily injury by Disease	\$500,000 Policy Limit
Bodily Injury by Disease	\$100,000 Each Employee

GENERAL INSURANCE PROVISIONS:

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Contractor nor has the City assessed the risk that may be applicable to the Contractor.
- 2) The Contractor's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Contractor.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Contractor with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Procurement and Contract Services Office a Certificate of Insurance verifying all of the foregoing coverage's and identifying the City of Lee's Summit as an "additional insured" on the general liability policy. This inclusion shall not make the City a partner or joint venture with the contractor in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

City of Lee's Summit
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

GENERAL TERMS AND CONDITIONS
GENERAL INSTRUCTIONS CONCERNING IFB's/BID's

1. **AWARD.** The right is reserved, as the interest of the City may require to reject any or all bids and to waive any minor informality or irregularity in bids received. The City may accept any item or group of items of any bid unless qualified by specific limitation of the bidder. Unless otherwise provided in the schedule, bids may be submitted for any quantities less than those specified; and the City reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit price offered unless the bidder specified otherwise in his bid. The Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City, price and other factors considered. An award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid, results in a binding contract without further action by either party.
2. **PREPARATION OF BIDS.**
 - A Bidders are expected to examine the drawing, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - B Each bidder shall furnish the information required by the invitation. The bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
 - C Unit price for each unit bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item bid. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct.
 - D Alternate bids for supplies or services other than those specified will not be considered unless authorized by the invitation.
 - E Bidder must state a definite time for delivery of supplies or services unless otherwise specified in the invitation.
 - F Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
 - G If the item has a trade name, brand and/or catalog number, such must be stated in the bid.
 - H Prices quoted are to be firm, final and shall include shipping F.O.B. destination unless requested as a single line item.
 - I In submitting bids, Vendor agrees that the City of Lee's Summit shall have 120 days in which to accept or reject any of the bids submitted unless otherwise specified on the bid page.
 - J Specification sheets **MUST** be uploaded with bids.
3. **EXPLANATION TO BIDDERS.** Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawing, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before the submission of their bids. Oral explanation or instruction given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an invitation will be furnished to all prospective bidders as an addendum to the invitation, if such information is necessary to bidders in submitting bids per the invitation or if the lack of such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGMENT OF ADDENDUM TO INVITATIONS.** Receipt of an addendum to an invitation by a bidder must be acknowledged by signing and uploading the addendum into the City's e-bidding system or as otherwise stipulated in the bid document. Such acknowledgment must be received prior to the hour and date specified for receipt of bids, or returned with the bid and received prior to opening time and date.
5. **SUBMISSION OF BIDS.**
 - A Bids, addendum(s) and modification(s) thereof shall be uploaded into the City's e-bidding system, unless otherwise stated in the Invitation for Bid, before the open date and time.
 - B Emailed or faxed bids will not be considered unless authorized by the invitation.
 - C Samples of items, when required, must be submitted within the time specified and unless otherwise specified by the City, at no expense to the City. If not consumed by testing, samples will be returned at bidders request and expense, unless otherwise specified by the invitation.
 - D Bids will be publicly opened and read aloud as stipulated in the "Invitation for Bid".
 - E Submission of a bid constitutes an assignment by you of any and all anti-trust claims that you may have under the Federal and/or State laws resulting from this Contract.
6. **FAILURE TO SUBMIT BID.** If a "no bid" is submitted, do not return the invitation unless otherwise specified. A letter, postcard or email notification should be sent to the issuing office advising whether future invitations for the type of supplies or services covered by this invitation are desired. Failure of the recipient to bid or to notify the issuing office that future invitations are desired may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the invitation.
7. **MODIFICATION OR WITHDRAWAL OF BIDS/SOLICITATIONS.** A bid/solicitation may only be withdrawn by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation may be withdrawn by signed, written notice. 2. A bid/solicitation may also be withdrawn in person by the bidder or its authorized representative who provides proper identification. 3. A bid/solicitation may be withdrawn via email by the bidder or its authorized representative. A bid/solicitation may only be modified by one of the following methods prior to the official opening/closing date and time specified: 1. A bid/solicitation modification may be modified by signed, written notice provided in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. 2. A bid/solicitation modification may also be submitted in person by the bidder or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the bid/solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official opening date and time to preserve the integrity of the bid/solicitation process. Telephone, telegraphic or electronic requests to modify a bid/solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bid/ solicitation official opening date and time specified.
8. **LATE BIDS AND MODIFICATIONS.** It is the responsibility of the bidder to upload or submit a hard copy if stipulated in the invitation for Bid (IFB), his bid, bid addendum(s) or bid modification(s) on or before the date and time of the bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.
9. **BONDS.** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
 - A **BID DEPOSITS (BONDS).**

Bid Deposit Not Required .

Bid Deposit Required as stipulated in the "Invitation for Bid".

Note the following: Bid Deposit. The Bidder will furnish a bid deposit in the form of a bond, certified check, or money order in the amount of 5% of base bid made payable to the City of Lee's Summit, Jackson County, Missouri, for the measure of liquidated damages which the City will sustain and the proceeds thereof will become the property of the City if for any reason the bidder (Personal or company checks will not be accepted):

 - (1) Withdraws his bid after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the bidder at the time of such withdrawal has been designated as the successful bidder, or
 - (2) Upon written notification of the award of contract to him, he fails to properly sign and deliver to the City within 10 days Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract, formally evidencing the terms of the Invitation for Bid and his bid as submitted.
 - (3) The bidder further agrees the City will have the right to retain the bid deposit for a period of one hundred twenty (120) days from the date of opening of the bids. At the expiration of said time, or earlier at the option of the City, said bid deposit will be returned to the bidder unless said bid deposit has become the property of the City as liquidated damages for one of the reasons stipulated.
 - B **PERFORMANCE AND LABOR AND MATERIAL PAYMENT BONDS.**

Performance and Labor and Material Payment Bonds Not Required .

Performance and Labor and Material Payment Bonds Bond Required as stipulated in the "Invitation to Bid".

Note the following:

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- (1) Coincident with the execution of the Contract, Contractor shall furnish to City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
 - (2) Date of bonds shall be the same as the date of City's execution of the contract.
 - (3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
 - (4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
 - (5) At any time during the continuance of the Contract that the surety on any bond becomes unacceptable to City, City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.
10. **DISCOUNTS AND BID EVALUATION.** Discounts offered for prompt payment may be considered in bid evaluation.
11. **MATERIAL AVAILABILITY.** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Lee's Summit immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
12. **ALTERNATE BIDS.** Bidders must submit complete specifications on all alternate bids. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
13. **AWARD OF CONTRACT.**
- A **BASIS OF AWARD.**
- (1) Only firm bids will be considered.
 - (2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
 - (3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the Owner and whose bid complies with all prescribed requirements.
 - (4) City reserves the right to reject any and all bids, and waive any and all informalities, and the right to disregard all non-conforming or conditional bids or counter-proposals.
- B **EVALUATION OF BIDS.**
- (1) The evaluation of bids will include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials and equipment to be incorporated. Time of completion or delivery will also be a factor in the award.
 - (2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Lee's Summit.
 - (3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at bidder's expense all items that are not acceptable as equals, said items to be replaced by bidder with satisfactory items at the original price.
 - (4) By virtue of statutory authority, the City shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations or individuals, when quality is equal or better and the delivered price is the same or less. Similar preference will be given to Lee's Summit products and supplies.
- C **NOTICE OF AWARD.** After considering the basis of award and evaluation of bids, City will within one hundred twenty (120) days after the date of opening bids, notify the successful bidder of acceptance of his bid.
14. **QUALIFICATIONS OF BIDDERS.** The City may make such investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and date for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
15. **ANTI-TRUST.** Submission of a bid constitutes an assignment by bidder of any and all anti-trust claims that the bidder may have under the Federal and/or State laws resulting from this contract.
16. **GUARANTEE.** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this bid.
17. **EXPERIENCE STATEMENT** (if required). Only those bids will be considered which are submitted by bidders who submit with their bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the bid. Similar Experience Statements shall be included for any subcontractors named in the bid.
18. **REFUND OF DEPOSIT ON BID DOCUMENTS** (if required). Deposits on bid documents and contract drawings will be refunded to all prospective bidders, sub-contractors, suppliers and manufacturers who return the documents in good condition to Owner before the date set for opening bids or within ten days thereafter (unless otherwise stated in the invitation to bid).

CONTRACTUAL REQUIREMENTS.**GENERAL CONTRACTUAL REQUIREMENTS.**

1. **DEFINITIONS.**
 - A "City" shall refer to: City of Lee's Summit, Jackson County, Missouri who are the owners of the property, and their authorized representatives.
 - B "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
 - C The "specifications" includes Instruction to Bidders, the Terms and Conditions of Purchase, the Definitions and the technical specifications of the work.
 - D A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
 - E The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
 - F The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
 - G The term "minimum" means the City will order this quantity of supplies during the period of this contract at the price bid.
 - H The term "maximum" means the City may order this quantity of supplies during the period of this contract and the bidder should be prepared to supply same at the price bid.
2. **PURCHASE ORDERS.** The City will not be responsible for articles or services furnished without a purchase order unless otherwise set forth in the Bid Documents.
3. **CONTRACT TERMS.** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms

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or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

4. **TRANSPORTATION CHARGES.** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Contractor.
5. **PACKAGING.** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.
6. **INSPECTION AND ACCEPTANCE.** No material received by the City pursuant to the purchase order issued under the terms and conditions of this bid document shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.
7. **GENERAL GUARANTY AND WARRANTY.** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, he shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
8. **PATENTS.** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
9. **QUANTITIES.** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
10. **ACTS OF GOD.** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
11. **BANKRUPTCY OR INSOLVENCY.** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
12. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
13. **LAW GOVERNING.** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement will be decided by a Missouri Court.
14. **TIME OF DELIVERY.** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
15. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS.** This contract shall be construed according to the laws of the State of Missouri. This contract, or any rights, obligations, or duties hereunder may not be assigned by Contractor without City's written consent and any attempted assignment without such consent shall be void.
16. **CONTRACTOR'S INVOICES.** Invoices shall be prepared and submitted in triplicate unless otherwise specified. Invoices shall contain the following information: Contract Number (if any), Purchase Order number, Item Number; contract description of supplies or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the City Accounts Payable Division. Any delay in receiving invoices, or errors and omissions, on statement or invoices will be considered just cause for withholding settlement without losing discount privileges.
17. **NOTICE AND SERVICE THEREOF.** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or email, to the said Contractor at his last given address or delivered in person to said Contractor or his authorized representative on the work.
18. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.
19. **TERMINATION OF CONTRACT.** This contract may be terminated by either party upon sixty (60) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
20. **INDEMNITY AND HOLD HARMLESS.** Contractor agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, his sub-contractors, employees or agents, and arising out of services performed by Contractor, his subcontractors, employees or agents under this contract to the extent permitted by the Constitution and the Laws of the State of Missouri.
21. **SUB-CONTRACTS.**
 - A The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Lee's Summit to determine any disapproval of the use of such sub-contractor.
 - B The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
 - C The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
 - D Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.
22. **UNIFORM COMMERCIAL CODE.** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

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23. **CHANGES.** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.
24. **RESPONSIBILITY FOR SUPPLIES.** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection. This needs rewriting to coincide with the Freight clause.
25. **EXECUTION OF CONTRACT.** Depending on the type of service provided, one or more of the following four (4) methods will be employed. The methods applicable to this contract will be checked below:
- A The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B The contract shall consist of a **YEARLY CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- C The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- D Five copies of the Contract.
- (1) City will furnish 5 copies of the Bid Documents to the successful Bidder who shall prepare 5 counterpart copies, each containing an exact copy of the Bid Form as submitted, required insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Contract signed with the date of his signature.
- (2) The prepared counterpart copies shall be delivered to Owner within ten days after the date of Notice of Award.
- (3) City will sign the Contract, insert the date of his signature at the beginning of the Contract, and return one copy to Contractor after receiving the counterpart copies.
26. **FINAL PAYMENT.** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon him/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 41 below.
27. **NON-DISCRIMINATION IN EMPLOYMENT.** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
28. **DOMESTIC PRODUCTS.** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).
29. **TAX EXEMPT.** Do not bill tax. The City of Lee's Summit is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.
30. **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT".** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
31. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS.** No member of, or delegate to the Congress of the United States and no Resident Council Member shall be admitted to any share or part of this Contract or to any benefit to arise from the same; provided, that the foregoing provision of the Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.
32. **FUND ALLOCATION.** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.
33. **ASSIGNMENTS.** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
34. **DEBARMENT.** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

NOTE TO BIDDERS: THE FOLLOWING CONTRACTUAL REQUIREMENTS PERTAIN TO CONSTRUCTION PROJECTS AND OTHER PROJECTS WHICH REQUIRE ITS CONTRACTOR TO PERFORM WORK FOR THE CITY. THESE MAY NOT APPLY TO ALL MATERIAL PURCHASES OR SUPPLY CONTRACTS UNLESS SO STIPULATED.

35. **WORK HOUR AND SAFETY STANDARD ACT.** All bidders awarded contracts in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CFR, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
36. **LABOR-RELATED REGULATIONS.** The bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the bid as stipulated in the "Invitation to Bid"
- A **Wage Rate Stipulation** - State of Missouri. If required by the "Invitation to Bid"
- B **Wage Rate Determination** - Federal. If required by the "Invitation to Bid"
- The bid, contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.

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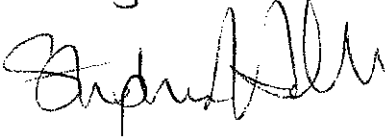
37. **BUILDING REGULATION, PERMITS AND LAW.**
A The "General Conditions for the Construction of Buildings" AIA Form A201 forms part of this contract as if herein bound Arbitration shall not apply to any contract resulting from this IFB.
B Satisfy all current and applicable local codes, ordinances and licensing requirements.
38. **COORDINATION OF THE WORK.** The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, subcontractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.
39. **CHANGES IN THE WORK.**
A The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City and using Departments of the City of Lee's Summit, Missouri. Any authorized changes will not relieve or release the Contractor from any of these obligations under the contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.
B Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.
40. **TIMING.**
A **Time to Commence Work:** Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. However, he shall not move onto the site until all required copies of insurance policies and certificates have been accepted by City.
B **Time Starts to Run:** The Contract Time shall start to run on the date stated in the Notice to Proceed.
C **Time of Contract:** Time is of the essence of the Contract. The work shall be prosecuted diligently at such rate of progress as will insure full completion thereof within the Contract Time. If Contractor shall neglect, refuse or fail to complete the work within the time set forth above, or any proper extension thereof granted by City, Contractor shall pay (see bid document) to City for each and every day he is in default. Because of the difficulty in determining the actual damages to be sustained by City in the event of such breach of the Contract, all amounts paid as provided herein shall be considered as and for City's liquidated damages and not as a penalty, and City shall have the right to deduct the amount of such liquidated damages from payments otherwise due to Contractor or to sue for and recover same.
D **Excusable Delays:** The Contractor shall not be charged damages for any delays in the completion of the work that the Contractor is required to perform under the terms and conditions of this Contract for the following reasons:
(1) To any acts of the Governments, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency.
(2) To any acts of the City.
(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of god or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, weather of unusual severity, such as hurricanes, tornadoes, cyclones, and other extreme weather conditions.
(4) To any delay of any sub-contractor occasioned by any of the causes specified in sub-paragraphs 1, 2, and 3 above; provided however, that the Contractor promptly (within 10 days) notifies the City, in writing, of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the City shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.
41. **PAYMENTS.**
A Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean-up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award. Pay estimates are by the City Engineer as follows:
B Engineer's Pay Estimates:
(1) The Engineer's pay estimate, in consequence of any Contractor's application for payment will constitute a representation by him to City, based on Engineer's observations of the work in progress and on his review of the application for payment and supporting data, that the work has progressed to the point indicated that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his Pay Estimate); and the Contractor is entitled to payment of the amount shown in the Engineer's Pay Estimate.
(2) Engineer shall not be deemed by his rendering of any Pay Estimate to have represented that he made exhaustive or continuous inspections to check the quality or the quantity of the work, or that he has reviewed the means, methods, techniques, sequences and procedures of construction or that he has made any examination to ascertain how or for what purpose Contractor has used the moneys paid or to be paid to him on account of the Contract price.
(3) Engineer may refuse to render an Engineer's pay Estimate for the whole or any part of any payment if, in his opinion, he is unable to make the above representations to City. He may also refuse to render any Engineer's Pay Estimate, or because of subsequently discover evidence or the results of subsequent inspections or tests, nullify any such previous Engineer's Pay Estimate to such extent as may be necessary in his opinion to protect City from loss because of any reason set forth in General Conditions.
42. **CONTRACTOR'S CERTIFICATE AND RELEASE** (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.
43. **SURPLUS MATERIALS.** The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors, and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.
44. **ACCIDENT PREVENTION.**
A The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.
B The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.
45. **CONFLICTS.** No salaried officer or employee of the City and no member of the City Council or Park Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 -- 105.496 shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
46. **DAVIS BACON ACT:** The wages for any work utilizing this contract in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.

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Bid Bid #2017-120 - Fiber Installation and Repair Addendum #1 - Addendum

Information Deleted: Deleted

Information Added: Added

Addendum #1
Recognized
by
Stephen Havelka
Project Estimator


Bid Type Bid

Bid Number 2017-120

Title Fiber Installation and Repair

Start Date May 23, 2017 4:01:29 PM CDT

End Date Jun 6, 2017 3:00:00 PM CDT

Agency City of Lee's Summit

Bid Contact DeeDee Tschirhart
(816) 969-1087
deedee.tschirhart@cityofls.net
220 SE Green Street
Lee's Summit, MO 64063

Description

CITY OF LEE'S SUMMIT
PROCUREMENT AND CONTRACT SERVICES DIVISION
220 S.E. GREEN STREET
LEE'S SUMMIT, MO 64063
816-969-1087 Phone 816-969-1081 Fax
deedee.tschirhart@cityofls.net

INVITATION FOR BID NUMBER 2017-120

The City of Lee's Summit will accept electronically submitted bids through Public Purchase from qualified persons or firms interested in providing the following:

FIBER INSTALLATION AND REPAIR

IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS

BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE OPENING DATE OF JUNE 6, 2017 AT 3:00 PM LOCAL TIME

The cutoff date for any questions for this bid is May 30, 2017 at noon, Local Time.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase at <http://www.publicpurchase.com/gems/leessummit,mo/buyer/public/publicinfo> for any addendums prior to the opening date and time of this Bid. All addendums must be signed and included with submitted Bid.

The City reserves the right to reject any and all submittals, to waive technical defects, and to select the submittal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Documents

Name	Posting Date	Acceptance
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