



LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: February 5, 2018
TO: Key Purchasing Personnel
FROM: Purchasing Division
RE: Auditing Services
RFP 2014-077/4R

Vendor	RubinBrown One Kansas City Place 1200 Main Street, Suite 1000 Kansas City, MO 64105
Phone & Fax	913.499.4417 913.491.6821 (fax)
Contact Person	Kaleb Lilly
Ordering Instructions	<ul style="list-style-type: none">o Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.o Requisition must include each item as a separate line item.o Invoices will be paid against Lawson System Receiver and Purchase Order.
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	May 1, 2018 through April 30, 2019

cc: Bid File- Original memo
Intranet



LEE'S SUMMIT MISSOURI

NOTICE TO PROCEED - RENEWAL

February 5, 2018

Mr. Kaleb Lilly

RubinBrown
One Kansas City Place
1200 Main Street, Suite 1000
Kansas City, MO 64105

RE: Award of Service Agreement for Auditing Services
RFP #2014-077/4R

Dear Mr. Lilly:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be May 1, 2018 through April 30, 2019. A copy of the contract documents is enclosed.

The using departments will place orders with your company using a Purchase Order number. This Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at ap@cityofls.net, via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice.

I look forward to doing business with your company during this contract period. Please do not hesitate to contact me if any questions or concerns arise at 816-969-1087.

Thank you,

A handwritten signature in black ink, appearing to read 'DeeDee Tschirhart', written in a cursive style.

DeeDee Tschirhart, CPPB
Senior Procurement Officer

cc: Bid file
Accounts Payable

This RENEWAL Agreement, made and entered into this 30th day of January, 2018, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by (hereinafter "City"), and RubinBrown, a company in the State of Missouri, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in Exhibit A; in consideration of the payment terms described in Exhibit B; subject to the Insurance Requirements described in Exhibit C; and subject to the General Conditions described in Exhibit D; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2014-077 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; Payment Terms, attached hereto as Exhibit B; Insurance Requirements, attached hereto as Exhibit C; and General Conditions, attached hereto as Exhibit D. Where the terms of the RFP or the Proposal conflict with anything in Exhibits A, B, C or D, the terms of the Exhibits shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in Exhibit B. Service Provider agrees that the price for all line items outlined in Exhibit B shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Agreement shall be from May 1, 2018 through April 30, 2019. This is the final renewal term option for this agreement.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

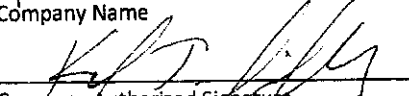

Procurement Officer of Record

 2-2-2018
Stephen A. Arbo, City Manager Date

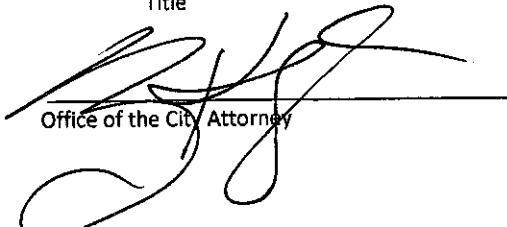
READ AND APPROVED:

APPROVED AS TO FORM:

RubinBrown LLP
Company Name


Company Authorized Signature

Partner 1/30/18
Title Date


Office of the City Attorney

PART I**DESCRIPTION OF PROJECT AND SERVICES REQUIRED****1. INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES.**

The City of Lee's Summit is seeking proposals from qualified firms/providers to:

- ❖ Independently audit the City's financial statements for the fiscal year ending June 30, 2014.
- ❖ The successful respondent has the potential of providing auditing services for the City for a total of four subsequent fiscal years.

Description of Operations or Background:

The City of Lee's Summit serves an area of 64 square miles with a population of over 93,000. The City of Lee's Summit has a July 1 – June 30 fiscal year. The total budget, net of interfund transfers, was \$178,509,178 for the fiscal year beginning July 1, 2013.

The City of Lee's Summit provides the following services to its citizens:

- ✓ Police Protection
- ✓ Fire Protection
- ✓ Emergency Medical Services
- ✓ Water and Sewer Services
- ✓ Street and Stormwater Maintenance
- ✓ Solid Waste Management Facility
- ✓ Parks and Recreation Center and Programs
- ✓ Airport Facility
- ✓ Aquatic Park

The accounting and financial reporting functions of the City are centralized in the Finance department.

Fund Structure. The City utilizes approximately 60 funds in its financial reporting. A listing of the various funds by fund type follows.

Governmental Fund Types

- General Fund
- Special Revenue Funds:
 - Parks and Recreation Fund*
 - Gamber Center Community Center*
 - Legacy Park Community Center*
 - Swimming Pool Fund*
 - Cemetery Trust Fund
 - Business and Industry Fund
 - Road Bridge Escrow
 - Entitlement Fund
 - Violence Against Women Grant
 - Energy Efficiency & Conservation Block Grant
 - Landfill Postclosure Fund
 - Public Safety Equipment Replacement Fund
- Debt Service Funds
 - General Obligation Debt Service Fund
 - Park COP Debt
 - Water Revenue Bond Debt Service Fund*
- Capital Project Funds
 - Summit Woods East Tax Increment Financing
 - Hartley's Block Tax Increment Financing
 - I-470 Business Center Tax Increment Financing
 - Summit Woods TDD
 - Chapel Ridge Tax Increment Financing
 - New Longview Tax Increment Financing
 - Todd George/50 Hwy Tax Increment Financing
 - Water District 14 Fund

Water Tap Construction*
Sewer Tap Construction*
Water Construction*
Sewer Construction*
Landfill Construction Fund*
Water Utility Equipment Replacement Fund*
Enterprise Resources Planning (ERP) Fund
Landfill Construction Fund*
Airport Construction Fund*
Capital Improvement Sales Tax
Road & Bridge Excise Tax Fund
Road & Bridge Improvement
Park Development Fund
Fire Station #2 relocation and rebuild
Fire Facility Construction
Sidewalk Program
Storm Water Improvements
Arterial Street Lights Phase II
Public Safety 2010
Infrastructure Improvements 2010
Road Improvements 2010
Tudor Road Improvements

Proprietary Fund Types

- Enterprise Funds
 - Combined Water/Sewer Operating Fund
 - Airport Fund
 - Solid Waste Management Fund
 - Recreation Center Fund
- Internal Service Funds
 - Central Building Services
 - Central Vehicle Services
 - Short Term Disability Fund
 - Information Technology Services
 - Unemployment Insurance
 - Insurance Claims and Damages Reserve Fund
 - Workers Compensation Self Insurance
- Agency Funds
 - Land Clearance and Redevelopment Authority (LCRA)

**fund that is consolidated for CAFR reporting purposes*

Federal and State Financial Assistance. Description of Federal Funding:

Department of Transportation

Federal Aviation Administration
Highway Planning and Construction
State and Community Highway Safety

Environmental Protection Agency

Department of Natural Resources

U.S. Department of Housing and Urban Development

Community Development Block Grant

U.S. Department of Health and Human Services
Medical Assistance Program

U.S. Department of Justice
Drug Enforcement Administration
Violence Against Women Act
Local Law Enforcement Block Grant

Description of State Funding:

Department of Natural Resources

Finance Department Organization. The Finance department is operated under the direction of Conrad E. Lamb, Finance Director and consists of 19 employees. The principal functions performed and the number of employees assigned to each are as follows:

Assistant Finance Director	1 employee
Accounts Payable Division	4 employees
Collections Department	3 employees
General Ledger Accounting	4 employees
Budget Officer	1 employee
Procurement	4 employees
Procurement Contract Compliance Manager	1 employee
Finance Secretary/Admin Assistant	1 employee

Computer System. The City uses Lawson ERP software for operations including Purchase Orders and Encumbrances, Accounts Payable, Accounts Receivable, Payroll and Human Resources, Revenue Accounting, Budgetary Accounting and General Ledger. The City uses Advanced Utility Systems – CIS Infinity, in conjunction with the I-Tron, a hand-held meter reading software, for reading and billing its 35,000 Water/Sewer Customers.

2. SCOPE OF SERVICES.

The audit will be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth for financial audits by the General Accounting Office's (GAO) Government Auditing Standards. The Single Audit is to be performed in accordance with the standards applicable to financial audits contained in the *Government Auditing Standards* issued by the Comptroller General of the United States, and U.S. Office of Management and Budget (OMB) *Circular A-133, Audits of States, Local Governments and Non-Profit Organizations*.

The City desires the auditor to express an opinion on the fair presentation of its financial statements of government activities; business-type activities, each major fund and aggregate remaining fund information in conformity with U.S. generally accepted accounting principles (GAAP).

The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards. The auditor is not required to audit the Management Discussion and Analysis or audit data included in the Statistical Section of the financial report.

The auditor is required to express an opinion on the Required Supplementary Information (budget comparison information for major funds), the combining individual nonmajor fund financial statements and other schedules, and the Schedule of Expenditures of Federal Awards (if applicable) in relation to the basic financial statements taken as a whole based on the auditing procedures applied during the audit of the financial statements.

The audit firm will prepare the Comprehensive Annual Financial Report for the City. The city requires the CAFR in a searchable PDF format file along with 10 hard copies.

The auditor is to provide a Single Audit Report for the City Council on the schedule of federal financial assistance based on the auditing procedures applied during the audit of the financial statements. The City requires a searchable PDF version and 10 copies of the Single Audit Report.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure which could adversely affect

the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements.

The City of Lee's Summit will send its Comprehensive Annual Financial Report to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting. It is anticipated that the auditor will be required to provide special assistance to the City to meet the requirements of that program.

All working papers and reports must be retained, at the auditor's expense, for a minimum of five years unless the firm is notified in writing by the City of Lee's Summit of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the City itself, its cognizant agency, the U.S. General Accounting Office or auditors of entities of which the City is a recipient of grant funds.

The firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

The auditor will be required to provide assistance to the City throughout the contract period as deemed necessary.

3. CITY PROVIDED SERVICES.

3.1 Letter of Transmittal, Management Discussion and Analysis and the Statistical Section.

3.2 Workpapers and confirmations:

- a. Bank, Revenue, Bond, Legal, Retainage Confirmations
- b. Bank reconciliations for all bank accounts
- c. Investment balances at year-end and accrued interest
- d. Inventory schedules
- e. Insurance schedules - Prepaid Insurance, insurance expense –governmental funds, Health Insurance
- f. Accounts receivable reconciliations to subsidiary ledgers
- g. Tax schedules
- h. Water Sewer Receivable schedules - A/R reconciliation, A/R greater than \$1,000, Water tap revenue, water purchases vs. billing schedule, unbilled revenue - W/S, Little Blue Valley Sewer Charges, W/S Average Rate Calculation
- i. Interfund Receivables/Payables
- j. Allowance Account Calculations
- k. Accounts Payable Schedules
- l. Payroll Liabilities, Municipal Court Bond liability, miscellaneous other liabilities
- m. Retainage Payable
- n. Escrow Deposit Liability
- o. Federal Financial Assistance
- p. Fund Balance and Retained Earnings rollforward
- q. Repairs and Maintenance schedule
- r. Professional Fees schedule
- s. Capital Asset Schedules - Additions, Deletions, Depreciation
- t. Construction in Progress schedules
- u. Debt schedules - Debt service requirements to maturity, interest paid - G.O. debt, Cash with fiscal agent, bond issuance/discount amortization, arbitrage schedule, Summary GLTD, Revenue bonds schedule, Certificates of Participation schedule
- v. Analytical - Lagers, Payroll taxes, payroll accounts, expense and revenue
- w. Auditor's trial balance report

Other schedules and/or confirmations will be prepared by City staff if requested by the audit firm.

RubinBrown Hours and Fees Breakdown

Task	Personnel Involved	Hours	Cost/Fee
Planning	Partner/Manager/Senior	20	\$ 2,000
Interim	Partner/Manager/Senior/Staff	80	\$ 8,000
Year-end Fieldwork	Partner/Manager/Senior/Staff	540	\$ 56,795
Single Audit (2 major programs)	Partner/Manager/Senior/Staff	80	\$ 8,000
		<u>720</u>	<u>\$ 74,795</u>

Personnel	Proposed Bill Rate	Hours	Cost/Fee	Portion Related To Auditing Two Major Programs	Fee Without Auditing Two Major Programs
Partner	\$ 200	40	\$ 8,000	\$ 8,000	\$ 66,795
Manager	\$ 150	100	\$ 15,000	\$ 8,200	\$ 68,840
Senior	\$ 95	235	\$ 22,325	\$ 8,400	\$ 70,950
Staff	\$ 82	335	\$ 27,470	\$ 8,600	\$ 73,130
Quality Control	\$ 200	10	\$ 2,000	\$ 8,800	\$ 75,380
		<u>720</u>	<u>\$ 74,795</u>		
2014 Proposed Fee			\$ 77,040		
2015 Proposed Fee			\$ 79,350		
2016 Proposed Fee			\$ 81,730		
2017 Proposed Fee			\$ 84,180		
2018 Proposed Fee					
Total 5 Year Fee			<u>\$ 397,095</u>		<u>\$ 355,095</u>

Note: The above fees do not include additional costs and fees associated with any additional time we may incur related to the implementation of new accounting or auditing standards. Fees related to additional costs for these situations will be discussed with the City in advanced of any work being performed and a fee will be negotiated at that time, when and if necessary.

EXHIBIT C
INSURANCE REQUIREMENTS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS

CERTIFICATE OF INSURANCE. The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant 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 Consultant's bid.

NOTICE OF CLAIM. The Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant.

SUB-CONSULTANT'S INSURANCE. If any part of the contract is to be sublet, the Consultant shall either:

Cover all sub-consultant's in the Consultant's liability insurance policy or,

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

SELF-INSURED RETENTIONS/DEDUCTIBLES. Any Consultant 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 Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant for such assumed limits.

PROFESSIONAL LIABILITY: Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions.

COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

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 Consultant 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, Combined Single Limits,
Bodily Injury and Property Damage: \$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

WORKERS' COMPENSATION. This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant 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 Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant'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 Consultant.
- 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 Consultant 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 Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant 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.

Personal/Advertising Injury
Independent Contractors
Additional Insured: City of Lee's Summit, Missouri

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

City of Lee's Summit
Procurement and Contract Services Division
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

Exhibit D
PART III
GENERAL CONDITIONS
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS
City of Lee's Summit, MO

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
 - a. The term "request for proposal" means a solicitation of a formal, sealed proposal.
 - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed proposal and who may enter into an agreement with the City to perform such services.
 - c. The term "City" means City of Lee's Summit, MO.
 - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
 - e. The term "Service Provider" means the respondent awarded an agreement under this proposal.
 - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING PROPOSAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the proposal submitted by the successful respondent of this RFP will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFP number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF PROPOSAL INFORMATION:** Each proposal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Proposal. All proposals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF PROPOSAL:** Proposals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request For Proposal prior to the date and time indicated on the cover sheet. At such time, all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this proposal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the proposal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE PROPOSALS AND MODIFICATION OR WITHDRAWALS:** A proposal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A proposal may be withdrawn by signed, written notice. 2. A proposal may also be withdrawn in person by the proposer or its authorized representative who provides proper identification. 3. A proposal may be withdrawn via email by the proposer or its authorized representative. A proposal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A proposal may be modified by signed, written notice provided in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. 2. A RFP modification may also be submitted in person by the proposer or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFP solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official closing date and time to preserve the integrity of the RFP solicitation process. Telephone, telegraphic or electronic requests to modify a RFP solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP solicitation official closing date and time specified. Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Proposal prior to the proposal submission deadline. Each respondent may submit only one (1) response to this proposal.
9. **BONDS:** When a Bond is required it 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.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this proposal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
 - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
 - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.
13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the response deemed to be most advantageous to the City.
15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.
16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.
17. **INDEMNITY AND HOLD HARMLESS:** Service Provider 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 Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.
18. **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 shall be decided by a Missouri Court.
19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider 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 Service Provider's performance under this contract. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.
20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
21. **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)).
22. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council 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. Service Provider 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 agreement. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.
23. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal 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 disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
24. **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 Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement 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 agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.
25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.
26. **Davis Bacon Act:** The wages for any work utilizing this agreement 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.