



**The City of Lee's Summit**  
**Final Agenda**  
**Finance and Budget Committee**

Monday, October 14, 2019

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Comments
5. Business
  - A. [2019-3034](#) Approval of the Action Letter from September 9, 2019.
  - B. [TMP-1387](#) An Ordinance approving the execution of two grant agreements by and between the State of Missouri, Department of Transportation - Traffic and Highway Safety Division and the City of Lee's Summit, Missouri for the Missouri Highway Safety Program.  
  
*Presenter:* Travis Forbes, Police Chief
  - C. [TMP-1380](#) An Ordinance authorizing the execution of all necessary intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including its HealthNet Division to permit the City to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program.  
  
*Presenter:* Dan Manley, Assistant Fire Chief
  - D. [TMP-1381](#) An Ordinance approving an amendment to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit.  
  
*Presenter:* Brian Austerman, Assistant Fire Chief

- E. [TMP-1355](#) An Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City.
- Presenter:** Brian Austerman, Assistant Fire Chief
- F. [TMP-1390](#) An Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.
- Presenter:** Ryan A. Elam, Director of Development Services
- G. [TMP-1379](#) An Ordinance approving the award of Bid No. 2019-076 for the purchase, and installation, maintenance, and repair services of heating, ventilation and air-conditioning systems for a one-year term with up to four, one-year renewals to ACS Building Services, LLC (Contract No. 2019-076-1), Todco Mechanical, LLC (Contract No. 2019-076-2), and The Waldinger Corporation (Contract No. 2019-076-3), and authorizing the City Manager to the same by and on behalf of the City of Lee's Summit, Missouri.
- Presenter:** Rick Gentry, Purchasing Manager for Procurement and Contract Services Division
- H. [TMP-1389](#) An Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri. (F&BC 10-14-2019)
- Presenter:** Anita Dickey, Director of Human Resources
- I. [TMP-1385](#) An Ordinance approving the use of a Cooperative Contract between the State of Missouri and Environmental Systems Research Institute for GIS software and maintenance and authorizing the City Manager to execute the same by and on behalf of the City of Lee's Summit, Missouri.
- Presenter:** Rick Gentry, Procurement and Contract Services Manager
- J. [TMP-1382](#) An Ordinance repealing the current City of Lee' Summit Procurement Policy, as adopted by Ordinance No. 8253, and adopting in lieu thereof a new policy entitled Procurement Policy for the City of Lee's Summit, Missouri.
- Presenter:** Rick Gentry, Procurement and Contract Services Manager
- K. [2019-3080](#) Presentation of the FY21 Budget Calendar Overview
- Presenter:** Chris Clubine, Management Analyst

6. Roundtable
7. Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "[lsmo.legistar.com](http://lsmo.legistar.com)"

## Packet Information

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**File #:** 2019-3034, **Version:** 1

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Approval of the Action Letter from September 9, 2019.

**The City of Lee's Summit**  
**Action Letter**  
**Finance and Budget Committee**

Monday, September 9, 2019

6:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

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1. Call to Order

Chairman Johnson called the September 9, 2019 Finance and Budget Committee meeting to order at 6:02 p.m.

2. Roll Call

**Present:** 3 - Chairperson Bob Johnson  
Councilmember Diane Forte  
Councilmember Trish Carlyle

**Absent:** 1 - Vice Chair Beto Lopez

3. Approval of Agenda

**A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, to approve the agenda as published. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Johnson  
Councilmember Forte  
Councilmember Carlyle

**Absent:** 1 - Vice Chair Lopez

4. Public Comments

There were no speakers for Public Comments.

5. Business

A. [2019-2998](#) Approval of the Action Letter from August 12, 2019.

**A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, to approve the August 12, 2019 Action Letter. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Johnson  
Councilmember Forte  
Councilmember Carlyle

**Absent:** 1 - Vice Chair Lopez

Finance and Budget Committee

Action Letter

September 9, 2019

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- B. [TMP-1326](#) An Ordinance approving a new schedule of discounts for fuel sales at the Lee's Summit Municipal Airport. (BOAC 8-12-19) (F&BC 9-9-19)

Committee discussions included:

- Increase in fuel sales after completion of the runway
- Possibility of moving the entrance to the Airport to Strother Road in the future
- Distance from Johnson County Airport

**A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, to recommend to City Council approval of TMP-1326. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Johnson  
Councilmember Forte  
Councilmember Carlyle

**Absent:** 1 - Vice Chair Lopez

- C. [TMP-1345](#) An Ordinance approving the use of a Cooperative Contract between Sourcewell and Kubota Tractor Corporation to purchase tractors, mowers, and equipment and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri. (F&BC 9-9-19)

**A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, to recommend to City Council approval of TMP-1345. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Johnson  
Councilmember Forte  
Councilmember Carlyle

**Absent:** 1 - Vice Chair Lopez

- D. [TMP-1346](#) An Ordinance approving the use of a Cooperative Contract between The Interlocal Purchasing System (TIPS) and American Digital Security to purchase security cameras, equipment, and services and authorizing the City Manager to execute the same for the City of Lee's Summit, Missouri. (F&BC 9-9-19)

Committee discussions included:

- Will not include video cameras for the City Council Chambers
- Estimate of installation time frame

**A motion was made by Councilmember Forte, seconded by Councilmember Carlyle, to recommend to City Council approval of TMP-1346. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Johnson  
Councilmember Forte  
Councilmember Carlyle

**Absent:** 1 - Vice Chair Lopez

Finance and Budget Committee

Action Letter

September 9, 2019

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- E. [TMP-1353](#) An Ordinance approving Amendment No. 4 to the budget for the Fiscal Year ending June 30, 2020, as adopted by Ordinance No. 8643 and Ordinance No. 8652, by amending the authorized expenditures for the City of Lee's Summit and revising the authorized amount of Full Time Equivalents for the City of Lee's Summit. (F&BC 9-9-19)

Committee discussions included:

-Approximate increase in the general budget at the end of the fiscal year, there is money to fund these requests

-Stormwater failures effect all Council Districts, incremental steps to address them are very important

**A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, to recommend to City Council approval of TMP-1353. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Johnson  
Councilmember Forte  
Councilmember Carlyle

**Absent:** 1 - Vice Chair Lopez

- F. [TMP-1356](#) An Ordinance authorizing the Mayor to execute an Intergovernmental Agreement by and between the City of Lee's Summit, Missouri, by and through the Lee's Summit Parks and Recreation Board and the Lee's Summit R-7 School District for the joint presentation of Jim Cosgrove A/K/A Mr. Stinky Feet at Legacy Park Amphitheater. (F&BC 9-9-19)

**A motion was made by Councilmember Carlyle, seconded by Councilmember Forte, to recommend to City Council approval of TMP-1356. The motion carried by the following vote:**

**Aye:** 3 - Chairperson Johnson  
Councilmember Forte  
Councilmember Carlyle

**Absent:** 1 - Vice Chair Lopez

- G. [2019-3018](#) Presentation on Priority Based Budgeting: Update and Next Steps

Committee discussions included:

-Estimated date of implementation

**This Presentation was received and filed.**

- H. [2019-3027](#) Discussion of Special Event Charges

Committee discussions included:

-CEDC (Community and Economic Development Committee) has also had discussions regarding special events.

-Suggested solutions should come from discussions with the community that will be effected and not just committee, or council, discussions.

**This Discussion Item was received and filed.**

6. Roundtable

Mrs. Bette Wordelman, Director of Finance, announced the sales tax numbers just came in and the year over year for the 3 months ended August 30, 2019 are down 2.1% from the prior year for that 3 month period. Also, the final assessed valuations from Jackson County were received on Friday. There was an overall increase in total assessed valuation of approximately 34.5 million dollars, roughly a 17% total increase, which includes about 19.7 million in new construction. Based on those numbers, the unvalidated calculation appears the General Operating Levy will be rolled back just over \$0.10 per \$100.00 assessed valuation and the Parks Levy would be rolled back close to \$0.02 per \$100.00. The debt levy is targeted to remain the same. Last year's levy was 1.5154 per \$100.00 of assessed valuation compared to a current year levy of 1.3936. A Public Hearing to set the tax levy will be held at the September 17, 2019 City Council meeting.

Mr. Steve Arbo, City Manager, added if the assessed valuation that is causing the lower tax levy is found to be incorrect through future processes, all taxing jurisdictions will have an opportunity to make corrections in the following year.

Chairman Johnson asked if the levy is found to be based on incorrect numbers from Jackson County and is rolled back, can the Council vote to raise the levy back up to its previous level or would it be required to place it on the ballot for public vote? Mr. Daniel White, Chief Counsel of Management and Operations, replied he will need to review the statute and will provide the committee with a detailed answer.

7. Adjournment

There being no further business, a motion was made by Councilmember Carlyle, seconded by Councilmember Forte, to adjourn the September 9, 2019 Finance and Budget Committee meeting. It carried by a unanimous 3-0 vote (Mayor Pro Temp Lopez "Absent").

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## Packet Information

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**File #:** TMP-1387, **Version:** 1

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An Ordinance approving the execution of two grant agreements by and between the State of Missouri, Department of Transportation - Traffic and Highway Safety Division and the City of Lee's Summit, Missouri for the Missouri Highway Safety Program.

Issue/Request:

The City, through the Lee's Summit Police Department, applied for and has been awarded two grants by the Missouri Department of Transportation, Traffic and Highway Safety Division. The first grant awarded the City \$32,250.00 for a Hazardous Moving Violation Project, and the second grant awarded the City \$27,000.00 for an Impaired Driving Enforcement/DWI Saturation Project. The grants will provide the City with funding to implement programs intended to reduce the number and severity of traffic crashes occurring on Missouri roadways and reduce traffic fatalities and injuries.

Under first grant agreement, the City will be reimbursed for funds spent on programs that reduce speeding and aggressive driving within the City borders. Funds from the second grant agreement will be spent on programs that reduced impaired driving in the City. Both grant agreements have a term starting October 1, 2019 and ending September 30, 2020.

The Lee's Summit Police Department desires the City to accept the grant awards by passing this ordinance and executing the grant agreements with the Missouri Department of Transportation, Traffic and Highway Safety Division for the Hazardous Moving Violation Project and the Impaired Driving Enforcement/DWI Saturation Project.

Proposed Committee Motion:

I move to recommend approval to the City Council an Ordinance approving the execution of two grant agreements by and between the State of Missouri, Department of Transportation Traffic and Highway Safety Division and the City of Lee's Summit, Missouri for the Missouri Highway Safety Program.

Background:

For the past several years, the Lee's Summit Police Department has worked with the MoDOT Highway Safety and Traffic Division on their highway safety campaigns. Some of the past campaigns have included:

- Click it or Ticket
- You Drink, You Drive, You Lose
- Operation Safe Teen
- Hazardous Moving Enforcement
- DWI Enforcement
- Aggressive Driver Enforcement

Grants through MoDOT have funded these past initiatives.

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**File #:** TMP-1387, **Version:** 1

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The grant funding is for 2019 - 2020 and will pay for overtime, training, and equipment to execute a hazardous moving violation project, and a DWI enforcement project. The passage of this ordinance and execution of these agreements will constitute acceptance of the grant awards.

Timeline:

**Start: October 1st, 2019**

**Finish: September 30th, 2020**

Travis Forbes, Police Chief

Staff recommends approval.

## **BILL NO. 19-**

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AN ORDINANCE APPROVING THE EXECUTION OF TWO GRANT AGREEMENTS BY AND BETWEEN THE STATE OF MISSOURI, DEPARTMENT OF TRANSPORTATION TRAFFIC AND HIGHWAY SAFETY DIVISION AND THE CITY OF CITY OF LEE'S SUMMIT, MISSOURI FOR THE MISSOURI HIGHWAY SAFETY PROGRAM.

WHEREAS, the City, through the Lee's Summit Police Department, applied for and has been awarded two grants by the Missouri Department of Transportation, Traffic and Highway Safety Division. The first grant awarded the City \$32,250.00 for a Hazardous Moving Violation Project, and the second grant awarded the City \$27,000.00 for an Impaired Driving Enforcement/DWI Saturation Project. The grants will provide the City with funding to implement programs intended to reduce the number and severity of traffic crashes occurring on Missouri roadways and reduce traffic fatalities and injuries.

WHEREAS, under the first grant agreement, the City will be reimbursed for funds spent on programs that reduce speeding and aggressive driving within the City borders. Funds from the second grant agreement will be spent on programs that reduce impaired driving in the City. Both grant agreements have a term starting October 1, 2019 and ending September 30, 2020.

WHEREAS, the Lee's Summit Police Department desires the City to accept the grant awards by passing this ordinance and executing the grant agreements with the Missouri Department of Transportation, Traffic and Highway Safety Division for the Hazardous Moving Violation Project and the Impaired Driving Enforcement/DWI Saturation Project.

WHEREAS, on February 19, 2019, the City Council passed Resolution 19-04 supporting the application for grant funding and the City's participation in the Missouri Highway Safety Program; and

WHEREAS, the City desires to accept the grant award by entering into agreements with the Missouri Department of Transportation Traffic and Highway Safety Division for the Hazardous Moving Violation Project and the Impaired Driving Enforcement/DWI Saturation Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, AS FOLLOWS:

SECTION 1. The State of Missouri, Department of Transportation Traffic and Highway Safety Division grant award of \$32,250.00 for a Hazardous Moving Violation Project and a grant award in the amount of \$27,000.00 for an Impaired Driving/DWI Saturation Project, is hereby approved and the Mayor is hereby authorized to execute any and all documents necessary to accept such grant awards on behalf of the City of Lee's Summit, Missouri.

SECTION 2. This ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

**BILL NO. 19-**

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SECTION 3. That should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of Lee's Summit, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
*Mayor William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
*Mayor William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Public Safety, Beth Murano

# CONTRACT

Form HS-1

Revision Reason: Other

Version: 2

08/20/2019

**Missouri Department of Transportation**  
**Highway Safety and Traffic Division**  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
**Phone:** 573-751-4161  
**Fax:** 573-634-5977

**Project Title:** DWI Saturation Enforcement  
**Project Number:** 20-M5HVE-03-017  
**Project Category:** 405d Mid HVE  
**Program Area:** Impaired Driving

**Funding Source:** 405d / 20.616

**Type of Project:** Initial

**Started:** 10/01/2019

**Name of Grantee**

Lee's Summit Police Dept.

**Grantee County**

Jackson

**Grantee Address**

10 NE Tudor Rd

Lee's Summit, MO 64063-2313

**Federal Funds Benefiting****State:****Local:** \_\_\_\_\_ \$27,000.00**Total:** \_\_\_\_\_ \$27,000.00**Source of Funds****Federal:** \_\_\_\_\_ \$27,000.00**State:****Local:** \_\_\_\_\_ \$0.00**Total:** \_\_\_\_\_ \$27,000.00**Telephone**

816-969-1700

**Fax**

816-969-1635

**Contract Period****Effective:** 10/01/2019**Through:** 09/30/2020**Prepared By**

Wilson, Scott

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**Subrecipient Authorizing Official****Date**

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**Subrecipient Project Director****Date**

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**MHTC Authorizing Official****Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$27,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

**IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.**

**I. RELATIONSHIP**

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

**II. GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**IV. EQUIPMENT**

**A. PROCUREMENT:** Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

**B. DISPOSITION:** The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

**C. REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

**V. FISCAL RESPONSIBILITY**

**A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

**B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

**C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

**D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

**VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRs.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
  - 1. the entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

**VII. TERMINATION**

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

**VIII. NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;



4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

**A. COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

**X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

**XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

**A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

**B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative ( a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

**C.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

**OPTION 2:**

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement .

**XII. AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered . Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

**XIII. MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

**XIV. ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

**XV. LAW OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

**XVI. VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

**XVII. SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

**XVIII. NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XIX. FUNDING ORIGATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

\*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo .

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The Subrecipient's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)  
(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING  
(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XXIII. RESTRICTION ON STATE LOBBYING  
(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

**CONTRACT CONDITIONS - PAGE 9**

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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 record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XXV. BUY AMERICA ACT**  
**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
  2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.
- [www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf](http://www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf)

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**XXVII. POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## CONTRACT REQUIREMENTS

### **THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING**

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training . The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
  1. Title of the class
  2. Date(s) and location of class
  3. Printed Name and signature of attendees (unless otherwise prohibited)
  4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

### **THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY**

#### **A. PROBLEM IDENTIFICATION**

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal , disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts . Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts .

#### **B. PROJECT ACTIVITIES**

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes ; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with , or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

**C. PARTNERSHIPS**

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact ( traffic safety task force).

**D. ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts .
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.



## PROBLEM IDENTIFICATION

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Substance-impaired drivers contributed to 25.6 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82.4 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

Jackson County and the City of Lee's Summit consistently has consistently experienced a high percentage of drinking involved crashes. The following shows a comparative analysis of where Jackson County and Lee's Summit rank as compared to other cities and counties in Missouri using data from the most current available data, 2015-2017:

### Drinking Involved Crashes:

Jackson County - 2nd in the State

Lee's Summit - 8th in the State

### Serious Injury Drinking Involved Crashes:

Jackson County - 1st in the State

Lee's Summit - 9th in the State

### Fatal Drinking Involved Crashes:

Jackson County - 1st in the State

Lee's Summit - 7th in the State

The City of Lee's Summit covers approximately 65 square miles and encompasses several state highways, one interstate and one US highway. Lee's Summit also has major intersections and corridors off these highway systems that handle a large amount of motor vehicle traffic. The high crash times are from 6:00 a.m. to 10:00 p.m., where there is a considerable drop off. In 2017 Lee's Summit Police Department made 198 DWI arrests.

In 2018 the Lee's Summit Police Department issued 10,315 citations and 9,787 written warnings. Below is a breakdown of a few of the citation categories:

Speeding - 6,277

DWI - 143

Lane Violation - 410

Signs and Signals - 855

Seatbelt - 283

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. To decrease alcohol-impaired driving involved fatalities by 3.45 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 230.3 by December 31, 2019.

### Other Performance Measure Goals

1. To decrease alcohol-impaired driving involved serious injuries by 7.51 percent annually, resulting in a five-year average alcohol-impaired driving involved fatality goal of 505.1 by December 31, 2019.

Develop and implement a plan that focuses on DWI enforcement at high crash locations and corridors during peak hours. This will include public education and announcements via different media outlets .

## PROJECT DESCRIPTION

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The Lee's Summit Police Department (LSPD) made 212 arrests for driving under the influence in 2018. The City of Lee's Summit has a downtown district that contains numerous food and alcoholic beverage businesses. LSPD will conduct saturation patrols with sworn officers in this area to educate, provide safety and security for those enjoying the downtown district. It is anticipated these efforts in and around the downtown district will lower the number of intoxicated /impaired drivers on the roadways.

LSPD consists of 147 sworn personnel. The officers have mobile data terminals (MDT), mobile video audio recording (MVAR), radar units, and lasers to assist them with their investigations. The department also utilizes mobile ticketing, which makes for a more efficient use of officers and citizens time. This system is also beneficial to the courts for processing the citations.

The LSPD Traffic Sergeants will monitor our records management system (RMS) for driving while impaired arrests to effectively focus officer's efforts on locations where these arrests occur.

## SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
Due to the sobriety checkpoints becoming unfunded, LSPD did not utilize all monies awarded. The sobriety checkpoint ruling was detrimental to our efforts. These checkpoints are expensive to run and with the monies being pulled it made it nearly impossible to effectively spend our allotted amount.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18	Total number of DWI violations written by your agency.	143
19	Total number of speeding violations written by your agency.	6145
20	Total number of HMV violations written by your agency.	4984
21	Total number of child safety/booster seat violations written by your agency.	57
22	Total number of safety belt violations written by your agency.	265
23	Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	4901
25	Total number of traffic crashes resulting in a fatality.	10
26	Total number of traffic crashes resulting in a serious injury.	64
27	Total number of speed-related traffic crashes.	578
28	Total number of speed-related traffic crashes resulting in a fatality.	5
29	Total number of speed-related traffic crashes resulting in a serious injury.	8
30	Total number of alcohol-related traffic crashes.	149
31	Total number of alcohol-related traffic crashes resulting in a fatality.	2
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33	Total number of unbuckled fatalities.	4
34	Total number of unbuckled serious injuries.	8

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	147
36	Total number of commissioned patrol and traffic officers.	90
37	Total number of commissioned law enforcement officers available for overtime enforcement.	147
38	Total number of vehicles available for enforcement.	35
39	Total number of radars/lasers.	38

40	Total number of in-car video cameras.	35
41	Total number of PBTs.	32
42	Total number of Breath Instruments.	2

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Officers will focus on the downtown bar district and surrounding areas . Traffic Sergeants will utilize the department RMS to track impaired drivers and locations of arrests. This will allow them to effectively assign enforcement areas within the city where a problem is known to exist.

Lee's Summit has one interstate, one US highway and several state highways that travel through the city. Officers will also focus their efforts along these major highways and corridors coming off highway systems within the city limits. Lee's Summit has over 65 square miles and many roadways and thoroughfares that connect the city. The population continues to climb over 100,000 citizens, so the roadways are extremely busy.

44 Enter the number of enforcement periods your agency will conduct each month. 7

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted each month through the year.

46 Enter the days of the week in which enforcement will be conducted.

All days will be considered. Enforcement efforts will be in conjunction with arrests for driving while impaired as reported in the RMS. Efforts will most likely be centered around weekends and holidays .

47 Enter the time of day in which enforcement will be conducted.

Enforcement efforts will be in conjunction with arrests for driving while impaired as reported in the RMS . The city experiences these types of arrests at all hours of the day and night; however, these are typically handled more during the hours of darkness.

48 Enter the number of officers assigned during the enforcement period. 12

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Lee's Summit Police Department will continually evaluate this program by conducting monthly audits of activity and results.

**ADDITIONAL FUNDING SOURCES**

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**BUDGET**

<b>Category</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>	<b>Local</b>	<b>Total Requested</b>
<b>Personnel</b>							
	Overtime and Fringe	Overtime for sworn officers to conduct DWI saturation patrols	1.00	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00
					<b>\$25,000.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>
<b>Training</b>							
	Professional Development	DWI/DRE State Conference	4.00	\$500.00	\$2,000.00	\$0.00	\$2,000.00
					<b>\$2,000.00</b>	<b>\$0.00</b>	<b>\$2,000.00</b>
<b>Total Contract</b>					<b>\$27,000.00</b>	<b>\$0.00</b>	<b>\$27,000.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	DWI Signed Application.p	02/26/2019
PDF	PDF Document	Resolution.pdf	02/26/2019

# CONTRACT

Form HS-1

Revision Reason: Other

Version: 2

08/20/2019

**Missouri Department of Transportation**  
**Highway Safety and Traffic Division**  
P.O. Box 270  
830 MoDOT Drive  
Jefferson City, MO 65102  
**Phone:** 573-751-4161  
**Fax:** 573-634-5977

**Project Title:** HMV Enforcement  
**Project Number:** 20-PT-02-091  
**Project Category:** Police Traffic Services  
**Program Area:** Police Traffic Services

**Funding Source:** 402 / 20.600

**Type of Project:** Initial

**Started:** 10/01/2019

Federal Funds Benefiting	
<b>State:</b>	
<b>Local:</b>	_____ \$32,250.00
<b>Total:</b>	\$32,250.00

Source of Funds	
<b>Federal:</b>	\$32,250.00
<b>State:</b>	
<b>Local:</b>	_____ \$0.00
<b>Total:</b>	\$32,250.00

**Name of Grantee**  
Lee's Summit Police Dept.

**Grantee County**  
Jackson

**Grantee Address**  
10 NE Tudor Rd  
  
Lee's Summit, MO 64063-2313

**Telephone**  
816-969-1700

**Fax**  
816-969-1635

**Contract Period**  
**Effective:** 10/01/2019  
**Through:** 09/30/2020

**Prepared By**  
Wilson, Scott

\_\_\_\_\_  
**Subrecipient Authorizing Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Subrecipient Project Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**MHTC Authorizing Official**

\_\_\_\_\_  
**Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$32,250.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

**IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.**

**I. RELATIONSHIP**

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

**II. GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS**

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

**IV. EQUIPMENT**

**A. PROCUREMENT:** Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

**B. DISPOSITION:** The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

**C. REPLACEMENT:** No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

**V. FISCAL RESPONSIBILITY**

**A. MAINTENANCE OF RECORDS:** The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

**B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE:** The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

**C. ACCOUNTING:** The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

**D. OMB AUDIT:** A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

**VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, ([https://www.fsrs.gov/documents/OMB\\_Guidance\\_on\\_FFATA\\_Subaward\\_and\\_Executive\\_Compensation\\_Reporting\\_08272010.pdf](https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf)) by reporting to FSRs.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if :
  - 1. the entity in the preceding fiscal year received-
    - a. 80 percent or more of its annual gross revenues in Federal awards;
    - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
  - 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

**VII. TERMINATION**

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient -or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

**VIII. NONDISCRIMINATION**

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

**IX. STATUTORY AND REGULATORY REQUIREMENTS**

**A. COMPLIANCE:** The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

**X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

**XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

**OPTION 1:**

**A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

**B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement :

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative ( a permit from the MHTC's district engineer will not be required for work outside of the MHTC's right-of-way); and
2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

**C.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

**OPTION 2:**

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement .

**XII. AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered . Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

**XIII. MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement . The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

**XIV. ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

**XV. LAW OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri . The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

**XVI. VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

**XVII. SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement .

**XVIII. NONSEGREGATED FACILITIES**

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

**XIX. FUNDING ORIGATION AND AUDIT INFORMATION**

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

\*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo .

**XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The State will provide a drug-free workplace by:

- A.** Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B.** Establishing a drug-free awareness program to inform employees about:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The Subrecipient's policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
  - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
  - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).



- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - a. Abide by the terms of the statement.
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
  - a. Taking appropriate personnel action against such an employee, up to and including termination.
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**XXI. POLITICAL ACTIVITY (HATCH ACT)  
(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**XXII. CERTIFICATION REGARDING FEDERAL LOBBYING  
(applies to subrecipients as well as States)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**XXIII. RESTRICTION ON STATE LOBBYING  
(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**(applies to subrecipients as well as States)**

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

**CONTRACT CONDITIONS - PAGE 9**

- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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 record, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**XXV. BUY AMERICA ACT**  
**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
  2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.
- [www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf](http://www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf)

**XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**  
**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**XXVII. POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

**XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

## CONTRACT REQUIREMENTS

### **THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING**

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training . The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
  1. Title of the class
  2. Date(s) and location of class
  3. Printed Name and signature of attendees (unless otherwise prohibited)
  4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

### **THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY**

#### **A. PROBLEM IDENTIFICATION**

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal , disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts . Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts .

#### **B. PROJECT ACTIVITIES**

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes ; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with , or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

**C. PARTNERSHIPS**

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact ( traffic safety task force).

**D. ALLOWABLE COSTS**

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects . Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

**E. DRUNK DRIVING ENFORCEMENT PROJECTS**

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts .
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

**F. SOBRIETY CHECKPOINTS**

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program .
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

## PROBLEM IDENTIFICATION

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Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 37 percent of all Missouri fatalities over the last five years were speed-related.

According to the Missouri State Highway Patrol Crash Statistics, there were 66,370 motor vehicle crashes investigated by all law enforcement agencies in Jackson County from 2015-2017. Out of 69,782 crashes investigated, 1,495 resulted in disabling injury and 263 fatalities.

The City of Lee's Summit consistently has problems with speed-involved crashes. Jackson County ranked 1st in state for speed involved fatalities and first in the state for disabling injury crashes involving speed. Lee's Summit as a city ranked 7th and 10th respectfully. The following shows comparative analysis of where Lee's Summit ranks as compared to other cities and counties in Missouri for speed-involved crashes.

The City of Lee's Summit covers approximately 65 square miles and encompasses several state highways, one interstate and one US highway. Lee's Summit also has major intersections and corridors off these highway systems that handle a large amount of motor vehicle traffic. The high crash times are from 6:00 a.m. to 10:00 p.m., where there is a considerable drop off.

In 2018 the Lee's Summit Police Department issued 10,315 citations and 9,787 written warnings. Below is a breakdown of a few of the citation Categories:

Speeding - 6,277

DWI - 143

Lane Violation - 410

Signs and Signals - 855

Seatbelt - 283

## GOALS/OBJECTIVES

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### Core Performance Measure Goals

1. Based on an annual average increase of 5.75 percent in aggressive driving fatalities 2012-2017, Missouri is projecting 331.7 five-year average speed related fatalities by December 31, 2019.

### Other Performance Measure Goals

1. Based on an annual average increase of 2.53 percent in aggressive driving related fatalities from 2012 to 2017, Missouri is projecting 482.3 five-year average aggressive driving related fatalities by December 31, 2019.

Develop and implement a plan that focuses on hazardous moving violations at high crash locations and corridors. The Lee's Summit Police Department plans to identify areas with several high crash locations and develop a formal project to address crashes in these areas.



## PROJECT DESCRIPTION

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The Lee's Summit Police Department (LSPD) will have sworn police officers conduct hazardous moving violation (HMV) enforcement in an effort to educate the motoring public on the dangers associated with aggressive driving . This is anticipated to be a continuing effort throughout the year . Officers will focus on high crash/complaint areas, and/or areas known for dangers associated with aggressive driving, such as the interstate, state highways, and local thoroughfares. In 2018 LSPD investigated 4,901 motor vehicle crashes.

LSPD consists of 147 sworn police personnel most of whom are able to effectively conduct enforcement . The officers have the ability to utilize in-car radar systems and/or lidar speed detection devices for these efforts . LSPD also utilizes mobile ticketing, which allows for an efficient interaction with motorists and provides a good tracking system for not only the police department, but the court as well.

## SUPPLEMENTAL INFORMATION

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<u>Question</u>	<u>Answer</u>
You must answer the following questions.	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.  Due to a shortage of staffing some funds were not able to be expended. Staffing is now back to a manageable level so this issue should not be a problem in future.	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18	Total number of DWI violations written by your agency.	143
19	Total number of speeding violations written by your agency.	6145
20	Total number of HMV violations written by your agency.	4984
21	Total number of child safety/booster seat violations written by your agency.	57
22	Total number of safety belt violations written by your agency.	264
23	Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	4901
25	Total number of traffic crashes resulting in a fatality.	10
26	Total number of traffic crashes resulting in a serious injury.	64
27	Total number of speed-related traffic crashes.	578
28	Total number of speed-related traffic crashes resulting in a fatality.	5
29	Total number of speed-related traffic crashes resulting in a serious injury.	8
30	Total number of alcohol-related traffic crashes.	149
31	Total number of alcohol-related traffic crashes resulting in a fatality.	2
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33	Total number of unbuckled fatalities.	4
34	Total number of unbuckled serious injuries.	8

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	147
36	Total number of commissioned patrol and traffic officers.	90
37	Total number of commissioned law enforcement officers available for overtime enforcement.	147
38	Total number of vehicles available for enforcement.	35
39	Total number of radars/lasers.	38
40	Total number of in-car video cameras.	35

41 Total number of PBTs. 32

42 Total number of Breath Instruments. 2

The following information explains the strategies your agency will use to address the traffic crash problem . This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Officers will focus on top crash locations as recorded in the LSPD Records Management System (RMS). They will also focus on high traffic complaint areas as reported by citizens who often request assistance with enforcement. The City of Lee's Summit has one Interstate (I-470), one US highway (US 50 Hwy.) and several state highway's that run through the city. Lee's Summit is over 65 square miles and has many roadways and thoroughfares that connect the city.

The city has seen an increase in traffic crashes over recent years as the population continues to climb over 100,000 citizens. There are major intersections in the city that handle large amounts of traffic on a daily basis. These areas typically contribute to the top crash locations within the city. It is anticipated that officers will show a strong presence in these particular areas in an effort to educate drivers of the consequences of aggressive and/or poor driving behaviors.

44 Enter the number of enforcement periods your agency will conduct each month. 25

45 Enter the months in which enforcement will be conducted.

Enforcement will be conducted during all months of the year.

46 Enter the days of the week in which enforcement will be conducted.

Enforcement will be conducted on all days of the week.

47 Enter the time of day in which enforcement will be conducted.

Enforcement efforts will be conducted beginning in the early morning hours beginning around 6:00 a.m and go through the evening rush hours, typically ending around 10:00 p.m.. This is in conjunction with reported crash data.

48 Enter the number of officers assigned during the enforcement period. 14

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

## PROJECT EVALUATION

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The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract\*
6. Accomplishing the Objectives\* established to meet the project Goals, such as:
  - Enforcement activities (planned activities compared with actual activities)
  - Programs (number and success of programs held compared to planned programs, evaluations if available)
  - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
  - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
  - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
  - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

\*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

The Lee's Summit Police Department will conduct monthly audits of time used and results to ensure funds are used in the most appropriate areas of high crash locations.

## ADDITIONAL FUNDING SOURCES

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## BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
<b>Equipment</b>							
					<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Personnel</b>							
	Overtime and Fringe	Overtime for commissioned officers to conduct HMV enforcement	1.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
					<b>\$30,000.00</b>	<b>\$0.00</b>	<b>\$30,000.00</b>
<b>Training</b>							
	Professional Development	Three officers to attend LETSAC Conference	3.00	\$750.00	\$2,250.00	\$0.00	\$2,250.00
					<b>\$2,250.00</b>	<b>\$0.00</b>	<b>\$2,250.00</b>
<b>Total Contract</b>					<b>\$32,250.00</b>	<b>\$0.00</b>	<b>\$32,250.00</b>

## ATTACHMENTS

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<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
PDF	PDF Document	HMV Signed Application.1	02/26/2019
WORD	City Authorization Form	Resolution.pdf	02/26/2019



## Packet Information

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**File #:** TMP-1380, **Version:** 1

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An Ordinance authorizing the execution of all necessary intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including its HealthNet Division to permit the City to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program.

Issue/Request:

Adoption of an Ordinance authorizing execution of all necessary agreements with the Missouri Department of Social Services including its HealthNet Division to allow the City to participate in the Ground Emergency Medical Transport (GEMT) program

Key Issues:

The GEMT program is sponsored by the State of Missouri, Department of Social Services, MO Healthnet Division (MHD). It is a fee for service program that is voluntary for governmental entities. If an entity participates, it can seek cost reimbursement by applying for federal funds to bring payment per transport up to or closer to full cost. Simply, it allows the City to recover more costs for services and mileage in transport of federally insured patients in the Medicare/Medicaid programs.

The fee for this service is based upon the amount of federal funds collected and true costs for service provision. The City would be required to pay MHD an administrative fee of 20% of all non-federal costs. The reimbursement would be received by the City as General Fund revenues and the fee expensed from the City's General Fund. If the City participates, a budget amendment will be necessary to pay the program fee.

A series of agreements are necessary each year and the Ordinance will authorize the Mayor to sign the original agreements and allow the City Manager to enter into agreements as required by MHD on behalf of the City going forward provided the requirements for the City remain substantively the same.

Proposed Committee Motion:

I move to recommend to City Council approval of An Ordinance authorizing the execution of all necessary intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including its HealthNet Division to permit the city to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program.

Proposed City Council Motion:

Background:

New revenue collected through this program is intended to be used to help fund the Mayor and City Council's 5 year fiscal plan. The Fire Department estimates that the City will receive approximately \$600k through this program following submission to MHD of the non-federal share of the payments of approximately \$215,000 and an administrative fee of up to 20% of the non-federal share of the payments (approximately \$43,000). The net revenue of the program is anticipated to be approximately \$342,000.

Dan Manley, Assistant Fire Chief

Recommendation: Staff recommends approval of An Ordinance authorizing the execution of all necessary intergovernmental agreements between the City of Lee's Summit, Missouri and the Missouri Department of Social Services including it's HealthNet Division to permit the city to participate in the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program.

Committee Recommendation:

## **BILL NO. 18-124**

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AN ORDINANCE AUTHORIZING THE EXECUTION OF ALL NECESSARY INTERGOVERNMENTAL AGREEMENTS BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE MISSOURI DEPARTMENT OF SOCIAL SERVICES INCLUDING ITS HEALTHNET DIVISION TO PERMIT THE CITY TO PARTICIPATE IN THE GROUND EMERGENCY MEDICAL TRANSPORTATION UNCOMPENSATED COST REIMBURSEMENT PROGRAM .

WHEREAS, the City of Lee's Summit Fire Department provides emergency medical transportation services (EMS) and the City Council has set a fee schedule for recovery of fifty (50) percent of the costs of such services; and,

WHEREAS, Medicaid payments are significantly less than the fee set by the City Council resulting in uncompensated costs to the City and the community for such use of the EMS services; and,

WHEREAS, the State of Missouri through its Department of Social Services, Healthnet Division offers an opportunity to recover portions of the uncompensated costs to the City provided the City enters into a Provider Agreement for the Ground Emergency Medical Transportation Uncompensated Cost Reimbursement Program Agreement, an Administrative Fee Agreement, an Intergovernmental Transfer of Public Funds Agreement, an Electronic Funds Transfer Authorization Agreement for purposes of Medicaid Audit and Compliance (MMAC), and, other necessary documentation; and

WHEREAS, the City Council finds that it is in the best interests of the community and the City to recover uncompensated costs to the EMS system; and,

WHEREAS, the City Council is desirous of seeking reimbursement of uncompensated costs from the usage of its EMS system by those covered through the State Medicaid Program.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the Missouri Department of Social Services "MO Healthnet Division Provider Agreement for Ground Emergency Medical Transport (GEMT) Uncompensated Cost Reimbursement Program", the "Administrative Fee Agreement between the Missouri Department of Social Services, Mo Healthnet Division" and the City (AFE), the "Intergovernmental Transfer of Public Funds Agreement between the Missouri Department of Social Services, Mo Healthnet Division" (ITPFA), and the Missouri Department of Social Services Missouri Medicaid Audit and Compliance (MMAC) "Electronic Funds Transfer (EFT) Authorization Agreement" attached hereto as Exhibits "A", "B", "C" and "D" respectively are hereby approved and the Mayor is hereby authorized to execute the same, along with any other necessary documentation, on behalf of the City of Lee's Summit, Missouri.

SECTION 2. That the City Manager is authorized to take all actions necessary to carry out the GEMT Uncompensated Cost Reimbursement Program on behalf of the City of Lee's Summit, Missouri, including but not limited to submission of required reports, audit and compliance actions, and signing of new and renewal agreements as long as the terms or responsibilities of the City do not change for the purpose of recovering uncompensated costs from the usage of the City's EMS system by those whose health insurance is provided through the State of Missouri's Medicaid Program.

**BILL NO. 18-124**

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SECTION 3. That this ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
Mayor *William A. Baird*

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian W. Head*

## PROVIDER AGREEMENT

### MO HEALTHNET DIVISION GROUND EMERGENCY MEDICAL TRANSPORTATION (GEMT) UNCOMPENSATED COST REIMBURSEMENT PROGRAM

Name of provider: \_\_\_\_\_

Provider NPI Number: \_\_\_\_\_

#### Statement of Intent

The purpose of this agreement is to allow participation in the Ground Emergency Medical Transportation (GEMT) Uncompensated Cost Reimbursement Program by the governmentally owned or operated provider, named above and hereinafter referred to as Provider, subject to the provider's compliance with the requirements and responsibilities set forth in this agreement.

#### Provider Responsibilities

By entering into this agreement, the provider agrees to the following:

- A. Provider agrees to comply with each of the following, as periodically amended:
  - 1. Title XIX of the Social Security Act
  - 2. Titles 42 and 45 of the Code of Federal Regulations (CFR)
  - 3. Missouri State Medicaid State Plan
  - 4. Missouri State Statutes RSMo 208.1030 and 208.1032
  - 5. Missouri Code of State Regulations for the Emergency Ambulance Program at 13 CSR 70-6.010
  - 6. State issued policy directives, including the MO HealthNet Ambulance Provider Manual
  - 7. Terms of the provider's MO HealthNet Provider Enrollment Agreement
  
- B. Provider agrees to ensure all applicable state and federal requirements, as identified in paragraph A, above, are met in rendering services under this agreement. The provider understands and agrees that their failure to meet all applicable state and federal requirements in rendering services subject to reconciled cost reimbursement under this agreement shall be sufficient cause for the state to deny or recoup payment to the provider as well as terminate this agreement.
  
- C. Provider agrees to comply with the following allowable expenses and fiscal documentation requirements:
  - 1. Submit annually the Centers for Medicare and Medicaid Services (CMS) approved GEMT Program cost report to the DSS/MHD
  - 2. Maintain for review and audit, and supply to the state upon request, auditable documentation of all amounts claimed, and any other records required by the state and CMS, pursuant to this agreement to permit a determination of expenses allowed.
  - 3. If the allowance of an expense or appropriateness of an expense cannot be determined by the state because fiscal records or other documentation is not present or is inadequate,

according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State.

4. Upon receipt of adequate documentation supporting a disallowed or questionable expense within a timeframe determined by the state, reimbursement may resume for the amount substantiated and deemed allowable.
  
- D. By December 31 of each year: Provider agrees to submit, electronically, the Microsoft Excel version of the CMS approved cost report accompanied by a signed PDF copy of the CMS approved cost report for the prior fiscal year ending June 30, a signed PDF copy of the Intergovernmental Transfer of Public Funds agreement, and a signed PDF copy of the Administration Fee Agreement to: Ask.GEMT@dss.mo.gov.
  
- E. Provider agrees to submit within the timeframes determined by the State, transfer of the non-federal share of the GEMT uncompensated cost reimbursement and administration fee according to the Intergovernmental Transfer Public Funds Agreement and Administration Fee Agreement prior to the initial cost settlement reimbursement from DSS/MHD.
  
- F. Provider agrees to accept as payment in full the reimbursement received for services subject to reconciled cost reimbursement pursuant to this agreement. Under no circumstance will the total amount of reimbursement received exceed one hundred percent (100%) of actual care costs. As such, if the provider does not have any uncompensated care costs, the provider will not receive a payment under this program.
  
- G. Provider agrees that when it is determined that they received federal funds in excess of their determined cost per transport, the state shall recover the excess in accordance with state and federal regulations within 30 (thirty) calendar days.

#### **DSS/MHD Responsibilities**

- A. Lead the development, implementation, and administration for the GEMT program and ensure compliance with the provision set forth in the Missouri Medicaid State Plan.
  
- B. Submit claims for federal financial participation (FFP) based on expenditures for GEMT services that are allowable expenditures under federal law.
  
- C. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
  
- D. Ensure that the total MO HealthNet reimbursement provided to eligible GEMT providers will not exceed applicable federal upper payment limits as described in 42 CFR 447 – Payments for Services.
  
- E. Complete the audit and settlement process of the interim reconciliations for the claiming period within three (3) years of the postmark date of the cost report.

## **Fiscal Provisions**

- A. Upon the Provider's compliance with all provisions of this Agreement, and upon the submission of a certified cost report, Intergovernmental Transfer of Public Funds Agreement, and Administration Fee Agreement, the DSS/MHD will perform the cost reconciliation, submit claims to CMS based on total computable certified expenditures for GEMT services provided, and make initial cost settlement payments to eligible providers.
- B. Transfer of funds is contingent upon the availability of federal financial participation. If, in the event federal financial participation funds for a service period are not available for all the uncompensated cost reimbursement payable to the providers due to the application of a federal limit or any other reason, both of the following shall apply:
  - 1. The total amounts payable to providers for the service period shall be reduced to reflect the amounts for which federal financial participation is available, and
  - 2. The amounts payable to each provider for the service period shall be equal to the amounts computed by the state multiplied by the ratio of the total amounts for which federal financial participation is available.
- C. Recovery of Overpayments: Provider agrees that when it is established that an overpayment has been made, the DSS/MHD shall recover such overpayment. The DSS/MHD reserves the right to select the method to be employed for the recovery of an overpayment.

## **Limitations of State Liability**

- A. Notwithstanding any other provision of this Agreement, the DSS/MHD shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for costs of providing services pursuant to RSMo 208.1030 and 208.1032.
- B. To the extent that a federal audit disallowance and interest results from costs for which the provider has received reimbursement, the DSS/MHD shall recoup from the provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year for the disallowed costs. All subsequent costs submitted to the DSS/MHD applicable to any previously disallowed cost, may be held in abeyance with no payment made until the federal disallowance issue is resolved.
- C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from costs which the provider has received reimbursement for services provided by a nongovernmental entity under contract with, and on behalf of the provider, the DSS/MHD shall be held harmless by the provider for one-hundred percent (100%) of the amount of any such federal audit disallowance and interest.

## **TERMS OF THIS AGREEMENT**

The period of this Cooperative Agreement shall begin July 1, 2019. This agreement may be canceled or amended at any time upon agreement by both parties or by either party after giving thirty (30) days prior

notice in writing to the other party provided, however, that reimbursement shall be made for the period when the contract is in full force and effect.

\_\_\_\_\_  
GEMT Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
GEMT Provider Printed Name



**ADMINISTRATION FEE AGREEMENT  
BETWEEN  
THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION  
AND**

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**Ground Emergency Medical Transportation Provider (GEMT Provider)**

This Administration Fee Agreement is entered into between the Missouri Department of Social Services, MO HealthNet Division (DSS/MHD) and the GEMT Provider. It provides for an intergovernmental transfer of funds to the DSS/MHD from the governmentally owned or operated provider, named above and hereinafter referred to as Provider, in order to reimburse the DSS/MHD for the administrative costs of the GEMT Uncompensated Cost Reimbursement Program.

**AGREEMENT**

1. Transfer of Public Funds

The above stated provider shall make Intergovernmental Transfer(s) (IGTs) to DSS/MHD pursuant to §208.1030 RSMo and §208.1032 RSMo and the Intergovernmental Transfer of Public Funds Agreement, to be used as the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services.

2. Intergovernmental Transfer of Administration Fee

The DSS/MHD shall, upon acceptance of non-federal share IGT's pursuant to Intergovernmental Transfer of Public Funds Agreement, exercise its authority under §208.1030 RSMo and §208.1032 RSMo, to assess up to a twenty percent (20%) administration fee on the entire amount of the non-federal share IGT's to reimburse DSS/MHD for the administrative costs of operating the GEMT Uncompensated Cost Reimbursement Program.

The funds subject to the administration fee shall be limited to non-federal share IGTs made by the transferring entity, pursuant to the Intergovernmental Transfer of Public Funds Agreement, and as described in paragraph 1 of this Agreement.

The administration fee will be assessed on the entire amount of the non-federal share IGT's pursuant to the Intergovernmental Transfer of Public Funds Agreement, as described in paragraph 1 of this Agreement, and will be made in addition to, and transferred separately from, the transfer of funds pursuant to the Intergovernmental Transfer of Public Funds Agreement.

The administration fee pursuant to this Agreement is non-refundable and shall be wired to DSS/MHD separately from, and simultaneous to, the non-federal share IGT's pursuant to the Intergovernmental Transfer of Public Funds Agreement.

3. Terms

This Agreement covers the period beginning July 1, 2018. This agreement may be modified at any time by the written agreement of both parties and it may be canceled by either party after giving thirty (30) days prior notice in writing to the other party.

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GEMT PROVIDER

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Signature

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Date

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Printed Name

---

Title

MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION

---

MO HealthNet Division

---

Date

**INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS AGREEMENT  
BETWEEN  
THE MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION  
AND**

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**Ground Emergency Medical Transportation Provider (GEMT Provider)**

This Intergovernmental Transfer Agreement is entered into between the Missouri Department of Social Services, MO HealthNet Division (DSS/MHD) and the GEMT Provider. It provides for an intergovernmental transfer of funds to the DSS/MHD from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with ground emergency medical transportation (GEMT) services.

The GEMT Provider is authorized by inter alia, §208.1030 RSMo and §208.1032 RSMo to enter into and carry out an Intergovernmental Transfer Agreement to transfer funds through intergovernmental transfers to the DSS/MHD for use as the state share of Medicaid expenditures.

**AGREEMENT**

1. Fund Transfer. The GEMT Provider (Governmental Entity) agrees to transfer funds to DSS/MHD at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by DSS/MHD for the uncompensated Medicaid cost associated with GEMT services.
2. The GEMT Provider will transfer funds to DSS/MHD equivalent to the non-federal share of the payments to be made upon notification by DSS/MHD.
3. The GEMT Provider shall certify that the funds transferred qualify for federal financial participation pursuant to 42 CFR part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.
4. The GEMT Provider and DSS/MHD agree that both parties shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements.
5. The GEMT Provider and DSS/MHD agree that each party shall have access to the other party's records and supporting documentation.

6. Any written notice required by this Agreement shall be sent to:

**For:** \_\_\_\_\_  
**GEMT Provider**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail address \_\_\_\_\_

**For DSS/MHD:**

Printed Name: Karen Pendleton \_\_\_\_\_

Title: Program Development Specialist \_\_\_\_\_

E-mail address: Ask.GEMT@dss.mo.gov \_\_\_\_\_

**TERMS**

This Intergovernmental Transfer Agreement covers the period beginning on or after July 1, 2018. This agreement may be modified at any time by the written agreement of both parties and it may be canceled by either party after giving thirty (30) days prior notice in writing to the other party.

The parties have duly executed this agreement and each party acknowledges the receipt of a duly executed copy of this agreement with original signatures.

\_\_\_\_\_  
GEMT Provider

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

MISSOURI DEPARTMENT OF SOCIAL SERVICES, MO HEALTHNET DIVISION

\_\_\_\_\_  
MO HealthNet

\_\_\_\_\_  
Date



MISSOURI DEPARTMENT OF SOCIAL SERVICES (DSS)  
 MISSOURI MEDICAID AUDIT AND COMPLIANCE (MMAC)  
**Electronic Funds Transfer (EFT) Authorization Agreement**

By completing and submitting this form to the Missouri Medicaid Audit and Compliance Unit (MMAC) for processing, I understand

- payment will be from Federal and State funds and that any falsification or concealment of material fact may be prosecuted under Federal and State laws;
- the State of Missouri will initiate credit entries (deposits) and will initiate, if necessary, debit entries (withdrawals) or adjustments for any credit entries made in error to my account;
- the State of Missouri may terminate my enrollment in direct deposit if the State is legally obligated to withhold part or all payments for any reason;
- MMAC may terminate my enrollment if I no longer meet the eligibility requirements; and
- this document does not constitute an amendment or assignment of any nature whatsoever of any contract, purchase order or obligation that I may have with any agency of the State of Missouri.

**SECTION I: PROVIDER INFORMATION**

PROVIDER NAME\*

DOING BUSINESS AS NAME (DBA)

**SECTION II: PROVIDER ADDRESS**

STREET*	CITY*	STATE /PROVINCE*	ZIP CODE/POSTAL CODE*
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**SECTION III: PROVIDER IDENTIFIERS INFORMATION**

PROVIDER FEDERAL TAX IDENTIFICATION NUMBER (TIN) OR EMPLOYER IDENTIFICATION NUMBER (EIN)\*

NATIONAL PROVIDER IDENTIFIER (NPI)*	PROVIDER TAXONOMY CODE
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**SECTION IV: PROVIDER CONTACT INFORMATION**

PROVIDER CONTACT NAME\*

TELEPHONE NUMBER* <b>ext.</b>	EMAIL ADDRESS
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**SECTION V: FINANCIAL INSTITUTION INFORMATION**

FINANCIAL INSTITUTION NAME\*

FINANCIAL INSTITUTION ROUTING NUMBER*	FINANCIAL INSTITUTION ROUTING NUMBER*
---------------------------------------	---------------------------------------

PROVIDER'S ACCOUNT NUMBER WITH FINANCIAL INSTITUTION*	PROVIDER'S ACCOUNT NUMBER WITH FINANCIAL INSTITUTION*
---	---

TYPE OF ACCOUNT AT FINANCIAL INSTITUTION\*

CHECKING     SAVING

ACCOUNT NUMBER LINKAGE TO PROVIDER IDENTIFIER (SELECT ONE AND FILL IN THE NUMBER)\*

PROVIDER TAX IDENTIFICATION NUMBER (TIN): \_\_\_\_\_

NATIONAL PROVIDER IDENTIFIER (NPI): \_\_\_\_\_

**SECTION VI: SUBMISSION INFORMATION**

REASON FOR SUBMISSION\*

New Enrollment       Change Enrollment       Cancel Enrollment

INCLUDE WITH ENROLLMENT SUBMISSION\*

Voided Check

Bank Letter

WRITTEN SIGNATURE OF INDIVIDUAL AUTHORIZED BY PROVIDER OR ITS AGENT TO INITIATE, MODIFY OR TERMINATE ENROLLMENT*	PRINTED NAME OF PERSON SUBMITTING*	SUBMISSION DATE*
--	------------------------------------	------------------

MMAC Provider Enrollment  
 P.O. Box 6500 (mailing), 205 Jefferson St., 2<sup>nd</sup> Fl (physical)  
 Jefferson City, MO 65102  
 Fax: 573/751-5065  
 e-mail: [mmac.providerenrollment@dss.mo.gov](mailto:mmac.providerenrollment@dss.mo.gov)

**MISSOURI MEDICAID AUDIT AND COMPLIANCE USE ONLY**

PROCESSED BY:	DATE:
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### Electronic Funds Transfer (EFT) Authorization Agreement Instructions

Automated clearing house (ACH) accounts only, wire transfer is not available. Type or print in black ink. All required information indicated by \* must be completed. A separate form must be submitted for each NPI/taxonomy code to be changed. To update payee information, complete an Update Request form available at <http://mmac.mo.gov/providers/provider-enrollment>. Contact your financial institution to arrange for the delivery of CORE-required Minimum CCD+ Data Elements necessary for successful reassociation of the EFT payment with the ERA remittance advice. To resolve a late or missing 835, contact the Wipro Technical Help Desk at (573) 635-3559. If you are inquiring about a missing or late EFT payment, you must contact your financial institution.

#### SECTION I: PROVIDER INFORMATION

Provider Name*	Complete legal name of institution, corporate entity, practice or individual provider.
Doing Business as Name (DBA)	A legal term used in the United States meaning that the trade name, or fictitious business name, under which the business or operation is conducted and presented to the world is not the legal name of the legal person (or persons) who actually own it and are responsible for it.

#### SECTION II: PROVIDER ADDRESS

Street*	The number and street name where a person or organization can be found.
City*	City associated with provider address field.
State/Province*	Character code associated with the State/Province/Region of the applicable Country.
Zip Code/Postal Code*	System of postal-zone codes (zip stands for "zone improvement plan") introduced in the U.S. in 1963 to improve mail delivery and exploit electronic reading and sorting capabilities.

#### SECTION III: PROVIDER IDENTIFIERS INFORMATION

Provider Federal Tax Identification Number (TIN) or Employer Identification Number (EIN)*	A Federal Tax Identification Number, also known as the Employer Identification Number (EIN), is used to identify a business entity.
National Provider Identifier (NPI)*	A Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification Standard. The NPI is a unique identification number for covered healthcare providers. Covered healthcare providers and all health plans and healthcare clearinghouses must use the NPIs in the administrative and financial transactions adopted under HIPAA. The NPI is a 10-position, intelligence-free numeric identifier (10-digit number). This means that the numbers do not carry other information about healthcare providers, such as the state in which they live or their medical specialty. The NPI must be used in lieu of legacy provider identifiers in the HIPAA standards transactions.
Provider Taxonomy Code	A unique alphanumeric code, ten characters in length. The code set is structured into three distinct "Levels" including Provider Type, Classification and Area of Specialization.

#### SECTION IV: PROVIDER CONTACT INFORMATION

Provider Contact Name*	Name of a contact in provider office for handling EFT issues.
Telephone Number*	Telephone number associated with contact person.
Email Address	An electronic mail address at which the health plan might contact the provider.

#### SECTION V: FINANCIAL INSTITUTION INFORMATION

Financial Institution Name*	Official name of the provider's financial institution.
Financial Institution Routing Number*	A 9-digit identifier of the financial institution where the provider maintains an account to which payments are to be deposited. Enter the number twice for validation.
Provider's Account Number With Financial Institution*	Provider's account number at the financial institution to which EFT payments are to be deposited. Enter the number twice for validation.
Type of Account at Financial Institution*	Check the type of account funds are to be deposited to. Enter the number twice for validation.
Account Number Linkage to Provider Identifier (Select one and Fill in the Number)	Provider preference for grouping (bulking) claim payments – much match preference for v5010X12835 remittance advice. NOTE: EFT data will always be linked by the MO HealthNet trading partner ID related to the NPI/taxonomy.

#### SECTION VI: SUBMISSION INFORMATION

Reason for Submission*	New Enrollment, Change Enrollment, Cancel Enrollment.
Include with Enrollment Submission*	Voided Check: A voided check is attached to provide confirmation of Identification/Account Numbers. Bank Letter: A letter on bank letterhead that formally certifies the account owners and account numbers.
Written Signature of Individual Authorized by Provider or its Agent to Initiate, Modify or Terminate Enrollment*	A (usually cursive) rendering of a name unique to a particular person used as confirmation of authorizations and identity.
Printed Name of Person Submitting*	The printed name of the person signing the form; may be used with electronic and paper-based manual enrollment.
Submission Date*	The date on which the enrollment is submitted.

## Packet Information

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**File #:** TMP-1381, **Version:** 1

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An Ordinance approving an amendment to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit.

Issue/Request:

Approval of an ordinance approving an amendment to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit.

Background:

The Fire Department continues to provide contract communication services to seven (7) outside agencies. Council previously approved a (6) month extension that will expire on December 31, 2019. The extensions were offered so we could solicit a firm to complete a study on potential efficiencies and enhancement to our current communication center model, that utilizes separate systems in the Fire and Police Departments, as well as identify our ability to continue to provide services to outside agencies.

The study was approved in July 2019 after an RFP was completed. Mission Critical Partners (MCP) was selected to complete the study. The project began shortly thereafter in August and continues today. It is anticipated that the final report will be delivered in November. The report will review our current operations, provide us with opportunities to potentially enhance our system, as well as review the structure of providing services to our contract entities.

Due to the narrow window of time from when the report is completed and the sunset of current agreements with contract agencies, we are recommending a second extension in the length of 12 months be offered (expiration December 31, 2020). This extension would provide the City an opportunity to review and make recommendations based on the completed report, while also providing a timeline to the contract agencies so if any changes would be proposed, they would be able choose if they wish to continue service or identify alternatives if possible.

Proposed Committee Motion:

I move to recommend to the City Council for approval an ordinance approving an amendment to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit.

*..Presenter*

Brian Austerman, Assistant Fire Chief

Staff recommends approval of an ordinance amending to cooperative agreements for emergency dispatch services by and between the City of Lee's Summit, Missouri and various fire districts, for the purpose of extending said agreements for up to twelve months and authorizing the Mayor to execute the same by and on behalf of the City of Lee's Summit.



**BILL NO.**

**ORDINANCE NO.**

AN ORDINANCE APPROVING AN AMENDMENT TO COOPERATIVE AGREEMENTS FOR EMERGENCY DISPATCH SERVICES BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND VARIOUS FIRE DISTRICTS, FOR THE PURPOSE OF EXTENDING SAID AGREEMENTS FOR UP TO TWELVE MONTHS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT.

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "City") is a municipal corporation operating and existing under the laws of the State of Missouri; and

WHEREAS, a number of neighboring Fire Protection Districts (hereinafter "Districts" or "District") are Missouri political subdivision organized and existing under the laws of the State of Missouri for the primary purpose of supplying protection by any available means to persons and property against injuries and damage from fire and from hazards which do or may cause fire; and

WHEREAS, for a number of years the City has provided emergency management services to the Districts through cooperative agreements, and the City has informed the Districts that the City would like to review the cost of providing such services and consider how such services should be paid for; and

WHEREAS, City Council approved a twelve month extension to allow for discussions on appropriate costs and charges by passage of Ordinance No. 8524 on December 18, 2018; and

WHEREAS, discussions between the City and Districts are ongoing and will not be completed and approved by the City prior to a number of the agreements expiring, including several set to expire at the end of 2019; and

WHEREAS, if the agreements expire before discussions are complete, the City's response, both through no longer dispatching services for the Districts and through the City's own mutual aid obligations will be less than optimal for the safety of the public and preservation of property and the public health; and

WHEREAS, extending the agreements for a period of up to twelve months will allow for the discussions to continue on cost sharing as well as maintain the status quo on the City's obligations under the agreements; and

WHEREAS, state law and Section 4.4(d) of the City Charter require that all agreements between the City and other political subdivisions of the State of Missouri be executed by the Mayor.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The form of the Amendment to Cooperative Agreement with each District for the provision of emergency dispatch services, a true and accurate copy being attached hereto as "Exhibit A" and incorporated herein by reference, is approved and the Mayor is authorized to execute same on behalf of the City with any District that requests the ability to extend the term of the cooperative agreements to December 31, 2020.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 3. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
*Mayor William A. Baird*

ATTEST:

\_\_\_\_\_  
*City Clerk Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
*Mayor William A. Baird*

ATTEST:

\_\_\_\_\_  
*City Clerk Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
*City Attorney Brian Head*

**“EXHIBIT A”**

**2019 AMENDMENT TO COOPERATIVE AGREEMENT TO PROVIDE EMERGENCY  
DISPATCH SERVICES**

This 2019 Amendment to the Cooperative Agreement is made and entered into (“Amendment”), by and between the City of Lee’s Summit, Missouri, hereinafter referred to as “City”; and \_\_\_\_\_ Fire Protection District, hereinafter referred to as “District”.

**RECITALS**

*WHEREAS*, the City and District executed a Cooperative Agreement on [INSERT DATE] (“Agreement”) for City to provide District with emergency dispatch services setting forth the terms to provide such service and the fee structure for payment to City for providing same; and

*WHEREAS*, the City provided District with notice of City’s intention to terminate the Agreement effective December 31, 2018, and to open negotiations on how the cost of the service going forward may be shared through payments by entities such as District; and

*WHEREAS*, pursuant to the 2018 Amendment to the Agreement, the City and District agreed extended the termination date to December 31, 2019, but the parties desire to additional time is desired; and

*WHEREAS*, the City is desirous of having an open and inclusive discussion with entities regarding how the costs of the City in providing such service to outside entities should be shared and paid, but such discussion may go beyond the term of the current Agreement and the ability of such entities to budget for such payments in a timely fashion prior to the current term ending.

***NOW, THEREFORE***, in consideration of the mutual covenants as set forth herein, it is mutually agreed to as follows:

1. The term of the Cooperative Agreement between City and District to provide emergency dispatch services, which will expire on December 31, 2019 unless otherwise extended, is hereby extended for a period of twelve months, to terminate on December 31, 2020 unless otherwise further extended.
2. It is the intent of the parties hereto that this extension is for the purpose of visiting and negotiating cost sharing and payment to the City for its provision of emergency dispatch service and to allow the District to consider and determine its needs.
3. No other terms of the Agreement are hereby amended, modified, excused or released and shall remain in full force and effect at all times including any extension periods.
4. This Amendment shall become effective upon the last of the parties executing this Amendment by an officer of said party who is authorized to execute same.

*IN WITNESS WHEREOF*, the parties hereto have set their hands and seals on this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF LEE'S SUMMIT, MISSOURI

\_\_\_\_\_  
William A. Baird, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_ FIRE  
PROTECTION DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk for \_\_\_\_\_ District

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney

## Packet Information

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**File #:** TMP-1355, **Version:** 1

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An Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City.

Issue/Request:

An Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City.

Background:

The City of Lee's Summit Fire Department ("Fire Department") currently uses firefighting protective gear, including structural, wildland, and extrication gear, which is manufactured by Fire-Dex, LLC. The Fire Department evaluated several products, and Fire-Dex scored the highest overall in the evaluation. 1st Due Emergency Response Solutions, LLC, is the premier dealer of the Fire-Dex brand of products in the Kansas and Missouri regions. A premier dealer can discount items 10% less than regular dealers for Fire-Dex. The Fire Department purchased Fire-Dex gear from 1st Due Emergency Response Solutions in 2018 using the HGAC Cooperative contract, by buying directly from the dealer this year the City is saving about \$8,000.00 in processing fees that would be charged by HGAC for the purchase. As a part of making sure the gear in use is the most current available, the Department will issue a solicitation to check the market and make their selection for their purchase in the 2021 fiscal year.

During the time of the evaluations, the Fire Department also began implementation of health and wellness initiatives related to cancer reduction for our employees. These initiatives include coming into full compliance with replacement schedules of firefighting gear, and the purchase and use of wildland/extrication gear for a utilitarian use, limiting the exposure of time spent in firefighting gear and thereby reducing the exposure to cancer causing contaminants inherent to that gear.

The Fire Department is requesting permission to enter into this agreement which will allow for the timely purchase and acquisition of this vitally important protective gear.

Key Issues:

- The Fire department currently utilized Fire-Dex structural firefighting gear.
- Firefighting gear is specialized protective equipment that must be maintained and replaced according to required standards.
- 1st Due Emergency Response is the premier dealer identified by the manufacturer for sales and service of the

product.

Proposed Committee Motion:

I move to recommend to City Council for approval an Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City.

Brian Austerman, Assistant Fire Chief

Staff recommends approval of an Ordinance an Ordinance approving a Sole Source Agreement in form of a Purchase Order between the City of Lee's Summit and 1st Due Emergency Response Solutions, LLC., for the purchase of Fire-Dex structural firefighting gear and related equipment in an amount not to exceed \$100,100.00, and authorizing the City Manager to execute the same by and on behalf of the City.

**BILL NO. 19-**

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AN ORDINANCE APPROVING A SOLE SOURCE AGREEMENT IN FORM OF A PURCHASE ORDER BETWEEN THE CITY OF LEE'S SUMMIT AND 1ST DUE EMERGENCY RESPONSE SOLUTIONS, LLC., FOR THE PURCHASE OF FIRE-DEX STRUCTURAL FIREFIGHTING GEAR AND RELATED EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$100,100.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY.

WHEREAS, the City of Lee's Summit (the "City") Fire Department currently uses structural firefighting gear and wildland/technical rescue gear manufactured by Fire-Dex; and,

WHEREAS, the equipment is specialized protective equipment which must be maintained and regularly replaced to ensure compliance with required standards; and,

WHEREAS, 1<sup>st</sup> Due Emergency Response Solutions, LLC. is identified by the manufacturer as only provider authorized to sell and provide maintenance on the equipment; and,

WHEREAS, the City desires to issue a purchase order with 1<sup>st</sup> Due Emergency Response Solutions, LLC, to purchase the equipment and to ensure timely and adequate replacement of the equipment.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The City Manager is authorized to execute an agreement in the form of a purchase order to 1<sup>st</sup> Due Emergency Response Solutions, LLC in an amount not to exceed \$100,100.00, as a sole source provider for the purchase and maintenance of Fire-Dex, LLC structural firefighting gear and related equipment.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 3. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
*Mayor Bill Baird*

ATTEST:

\_\_\_\_\_  
*City Clerk Trisha Fowler-Arcuri*

**BILL NO. 19-**

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APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *Bill Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler-Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management and Operations  
*Daniel White*



# 1<sup>st</sup> DUE

*Emergency Response Solutions LLC*

# INVOICE

<b>Bill To</b> Lee's Summit Fire Department Asst. Chief Austerman 207 SE Douglas Street Lee's Summit, MO 64063		<b>Date</b> 7/30/2019		<b>Invoice #</b> 19-3013	
<b>Ship To</b> Lee's Summit Fire Department Asst. Chief Austerman 207 SE Douglas Street Lee's Summit, MO 64063		<b>P.O. No.</b>		<b>Rep</b>	
				<b>Terms</b> Net 15	
Item	Description	Invoiced	Rate	Amount	
FD-FXR-Lee's Su...	Firedex Custom FX-R Coat - Lee's Summit Spec	27	1,227.00	33,129.00	
FD-FXR-Lee's Su...	Firedex Custom FX-R Pant with Suspenders - Lee's Summit Spec	27	945.00	25,515.00	
TECGEN LV3 Ja...	TECGEN51 Level III Jacket	99	190.00	18,810.00	
TECGEN LV3 P...	TECGEN51 Level III Pant	99	210.00	20,790.00	
Shipping Charges	Insured Freight FXR Gear	27	27.00	729.00	
Shipping Charges	Insured Freight TG51	72	15.00	1,080.00	
			<b>Total</b>	\$100,053.00	
<b>1728 7000 Road</b> <a href="http://www.1stDue.com">www.1stDue.com</a> <b>Bartlett, Kansas</b> <b>888-382-6703</b> <b>67332</b>			<b>Payments/Credits</b> \$0.00		
			<b>Balance Due</b> \$100,053.00		

**FROM FIREFIGHTING TO THE FIREFIGHT—WE'VE GOT YOU COVERED**



September 11,2019

To Whom It May Concern:

This letter shall be considered proof that 1st Due Emergency Response Solutions LLC is a Full Line FireDex Distributor for the states of Kansas and Missouri. 1<sup>st</sup> Due Emergency Response Solutions LLC. has been a valued Metro Account Partner; selling and servicing the entire Fire-Dex product line since 2006. As such, 1<sup>st</sup> Due has special pricing extended to them for the city of Lee's Summit on FireDex products.

1<sup>st</sup> Due Emergency Response is headquartered at:

1728 7000 Road  
Bartlett, KS 67332

Sincerely,

Tory King  
Senior Sales Manger  
Fire-Dex, LLC  
780 South Progress Drive  
Medina, OH 44256  
3039037731

**SOLE SOURCE PURCHASE JUSTIFICATION FORM**

**SUBMIT THIS FORM TO THE PROCUREMENT AND CONTRACT SERVICES DIVISION FOR APPROVAL PRIOR TO PLACING AN ORDER  
DOCUMENTATION FROM THE SUPPLIER/CONTRACTOR/MANUFACTURER IDENTIFYING SPECIFICS AS TO WHY THEY SHOULD BE CONSIDERED A "SOLE  
SOURCE" IS REQUIRED TO BE SUBMITTED WITH THIS FORM**

Date: October 1, 2019      Department: Fire      Requested By: Brian Austerman

Vendor Contacted & Address: 1<sup>st</sup> Due Emergency Response Solutions, LLC  
1728 7000 Road  
Bartlett, Kansas 67332  
 Phone Number: 800-382-6703

Give a brief description of the item or service requested; why you feel it is unique and why no other source will meet the need (attach separate sheet/memo if needed): The Fire Department currently uses firefighting protective gear, including structural, wildland, and extrication gear, which is manufactured by Fire-Dex, LLC. Fire-Dex gear was selected through a demonstration, testing and evaluation process in 2017. In 2018 the gear was purchased using the HGAC Cooperative contract. The vendor is offering a better discount, approximately \$8,000.00 on the current request, compared to the co-op pricing. This price is only good through this dealer and until the new model price increases take effect in the fall of 2019. The request is being made base on 8.3 Sole Source c. supplies or services are available at a discount from a single distributor for a limited period of time

Estimated Annual Cost: \$100,100.00      Was the request budgeted?  Yes       No

Term of this sole source is: September 1, 2019 through March 1, 2020

Sole source term is valid for one year unless a contract with multiple renewals is established based on the sole source request. Any exceptions must be approved as designated below. Will a yearly contract be established based on this sole source?  Yes       No


Other Contacts	Their Responses:
Name: _____	_____
Address: _____	_____
Phone #: _____	_____
Name: _____	_____
Address: _____	_____
Phone #: _____	_____

Was the manufacturer contacted for other distributors?  Yes       No

Please explain:

A letter was received from Fire-Dex stating 1<sup>st</sup> Due Emergency Response Solutions, LLC is the premier dealer for Kansas and Missouri which allows them to provide deeper discounts to customers.

I concur with the above explanations and approve this request:

 \_\_\_\_\_ Date 10/9/19      \_\_\_\_\_ Date \_\_\_\_\_  
 Department Director      City Manager  
 \_\_\_\_\_ Date 10/9/19      \_\_\_\_\_ Date \_\_\_\_\_  
 Procurement and Contract Services Manager      Park Administrator  
 \_\_\_\_\_ Date \_\_\_\_\_  
 City Clerk as approved by Council

**APPROVALS REQUIRED:**

APPROVALS REQUIRED FOR ALL CITY DEPARTMENTS (EXCLUDING PARKS & RECREATION):	
\$ .01 - \$ 9,999.99	Department Director, Procurement and Contract Services Manager Approval
\$ 10,000 - \$ 49,999.99	Department Director, Procurement and Contract Services Manager Approval, City Manager Approval
\$ 50,000 - & Above	Department Director, Procurement and Contract Services Manager Approval, City Manager & City Council Approval

## Packet Information

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**File #:** TMP-1390, **Version:** 1

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An Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

Issue/Request:

An Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

Proposed Committee Motion:

I move to recommend to City Council for approval an Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

Background:

Several projects related to City Facilities require specialized professional services including structural analysis, electrical engineering, mechanical engineering, and architectural services. The size of the projects vary and can require specialized expertise to identify the proper scope for repairs or upgrades. The selected firm has expertise and resources available to provide support for facilities projects as they come up including roof assessment, equipment sizing, and construction estimation. Specific funding for each project is not allocated in an on-call account. The funding is sourced from specific projects or programs on an as-needed basis. The budgets for each program or project will be allocated through the annual budget process.

RFQ 2019-072 was advertised on the City Website and [www.publicpurchase.com](http://www.publicpurchase.com). 22 firms provided responsive submittals by the closing date of June 24, 2019. All submittals were evaluated by a five person evaluation team. The evaluation team selected the top qualified firm to begin contract negotiations.

Impact/Analysis:

If not approved, Staff will be unable to perform activities that require specialized expertise in a timely manner. There is no additional fiscal impact; funding will be provided by specific projects or programs authorized by the annually approved City Budget

Timeline:

Start: November 2019

Finish: 1 to 3 years, depending on performance and renewal options

Ryan A. Elam, Director of Development Services

Recommendation: Staff recommends approval of an Ordinance approving award of RFQ No. 2019-72 to B & A, Inc., d/b/a Bibb Engineers Architects & Constructors, for on-call yearly professional engineering and architectural services for a one-year contract with two possible one-year renewal options, and authorizing the City Manager to enter into an agreement for the same.

**BILL NO. 19-xxx**

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AN ORDINANCE APPROVING AWARD OF RFQ 2019-72 TO B & A, INC. D/B/A BIBB ENGINEERS ARCHITECTS AND CONSTRUCTORS, FOR ON-CALL YEARLY PROFESSIONAL ENGINEERING AND ARCHITECTURAL FOR A ONE-YEAR CONTRACT WITH TWO POSSIBLE ONE-YEAR RENEWAL OPTIONS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE SAME.

WHEREAS, City uses on-call engineering and architectural services to support several departments; and,

WHEREAS, the term of the contract is for one year with the potential for two one-year renewals, based upon performance; and,

WHEREAS, work for this contract is funded by specific projects or programs approved by Council in the City's annual operating budget or Capital Improvement Plan; and,

WHEREAS, project managers must identify scope and project specific funding to request services.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The agreement for professional engineering and architectural services yearly contract (RFQ No. 2019-72) by and between the City of Lee's Summit, Missouri and B & A, Inc. d/b/a Bibb Engineers Architects & Constructors, generally for the purpose of professional engineering and architectural services, a true and accurate copy attached hereto as Exhibit "1" and incorporated by reference, is hereby approved and the City Manager is hereby authorized to execute the same on behalf of the City of Lee's Summit, Missouri.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 3. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

**BILL NO. 19-xxx**

---

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler-Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Council of Economic Development and Planning  
*David Bushek*

**ON-CALL AGREEMENT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES  
(RFQ NO. 2019-072)**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and B & A, Inc., d/b/a Bibb Engineers Architects & Constructors (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City desires to have on-call engineering and architectural services; and

**WHEREAS**, Engineer has submitted a proposal for the on-call engineering and architectural services and standard hourly rates and expenses to perform said services; and

**WHEREAS**, City desires to enter into an agreement with Engineer to perform the services as aforementioned; and

**WHEREAS**, Engineer represents that it is equipped, competent, and able to undertake such an assignment.

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

**ARTICLE I  
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY ENGINEER**

Engineer may provide the following professional engineering and architectural services to the City on an on-call basis ("On-Call Services"):

1. Structural Engineering Services including roof analysis, retaining wall design, building renovations or additions, or other services as needed.
2. Electrical Engineering Services including electrical power and wiring design, solar power analysis, lighting design, smart building system evaluation and integration, or other services as needed.
3. Mechanical Engineering Services including HVAC System analysis and design, plumbing, smart building system evaluation and integration, or other services as needed.
4. Architectural/Architectural Engineering Services including building improvements, renovations, additions, site improvements, general project support, or other services as needed.

All such On-Call Services shall be authorized in a written modification to this Agreement or Memorandum of Authorization, as further set forth in Article II.



## **ARTICLE II**

### **SERVICES TO BE PROVIDED BY ENGINEER BY MODIFICATION OR MEMORANDUM OF AUTHORIZATION**

By entering into this Agreement, City is not obligated to select Engineer to provide professional engineering and architectural services beyond those services authorized in Article I above. The City is also not obligated to exclusively use Engineer for desired services and may use any other professionals selected by the City for services. In the event Engineer is engaged to provide additional services, City and Engineer shall enter into a written modification ("Memorandum of Authorization") describing (a) the scope of services to be provided by Engineer and City, (b) compensation to the Engineer for services to be provided, including the prices that may be paid for itemized reimbursable expenses, (c) required deliverables or products from the Engineer to the City, and (d) completion times for said services. The compensation to be paid Engineer pursuant to any Memorandum of Authorization shall be at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. In no event is any work in excess of that described in Article I above authorized by this Agreement without City and Engineer first entering into a Memorandum of Authorization, which shall generally follow the form provided in Exhibit B to this agreement.

## **ARTICLE III**

### **LIMITATIONS AND PROCEDURES RELATED TO ON CALL SERVICES**

On-call services shall only be provided after written approval of the requested services is provided by the Department Director (or designee) of the Department requesting the services. Such approval shall only be given when sufficient budgeted amounts are available to cover the cost of the services. The Engineer shall provide a monthly written statement of all On-Call Services provided in the preceding month to the Department Director (or designee).

## **ARTICLE IV**

### **PAYMENTS TO THE ENGINEER**

For the services performed by Engineer pursuant to this Agreement, or any modifications thereto, and as full compensation therefore, and for all expenditures made and all expenses incurred by Engineer in connection with this Agreement, or any modifications thereto, except as otherwise expressly provided herein, subject to and in conformance with all provisions of this Agreement, City will pay Engineer according to the following provisions:

- A. The cost of all on-call services covered under Article I shall be billed at the rates set forth in Exhibit A attached hereto and incorporated herein by reference. Expenses incurred to provide the on-call services shall be billed as set forth in Exhibit A.
- B. Compensation for services to be provided by Engineer through a modification pursuant to Article II above shall be set forth in said modification, and shall be at the rates set forth in the attached Exhibit A.
- C. If so requested by Engineer, City will make payment monthly for on-call services that have been satisfactorily completed. The City shall make payment to Engineer within a period not to exceed thirty (30) days from the date an invoice is received by City, provided that all services have been satisfactorily completed. All invoices shall contain the following information:

1. Name or Description of Agreement/RFQ Number/Project and/or Task Name
2. Invoice Number and Date.
3. Purchase Order Number issued by the City.
4. Itemized statement for the previous month of labor (including personnel description, title or classification for each person on the project, hours worked, hourly rate, and amount), itemized reimbursable expenses, and invoice total.
5. Report of monthly progress describing the services completed to date and projected completion time for the work.
6. If applicable, project billing summary containing the agreed fee amount, cumulative amount previously billed, billing amount this invoice, agreed amount remaining, and percent of fee billed to date.

All moneys not paid when due as provided herein shall bear interest at a per annum rate equal to one percent (1%) plus the average *Consumer Price Index for All Urban Consumers (CPI-U)-U.S. City Average* for the time period in which payment is past due; provided, however, that the amount of interest to be paid by the City shall not exceed 9% per annum, except as provided by law.

## **ARTICLE V TERM**

The term of this Agreement shall be a one (1) year period from \_\_\_\_\_ through \_\_\_\_\_. City shall have the option to renew this Agreement at its discretion, for two (2) additional one-year periods. Three (3) months prior to expiration of the initial term or the first renewal term of this Agreement, Engineer shall submit to City a proposal for increases in its billing rates and expenses to be in effect for the following one (1) year term. Engineer shall not be permitted to increase billing rates in any one (1) year renewal period in excess of the Employment Cost Index, Wages and Salaries, published by the U.S. Department of Labor, Bureau of Labor Statistics for the immediately preceding year.

## **ARTICLE VI INSURANCE**

### **A. CERTIFICATE OF INSURANCE**

The Engineer shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Engineer 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 Engineer's contract price.

### **B. NOTICE OF CLAIM**

The Engineer 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 Engineer 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 an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, whether or not such impairment came about as a result of this contract.

C. 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 Engineer.

D. SUB-CONSULTANT'S INSURANCE

If any part of the contract is to be sublet, the Engineer shall either:

Cover all sub-consultants in the Engineer's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Engineer and submit such certificates to the City as outlined herein, unless the city approves a waiver or modification as all sub-consultants may not carry the required limits.

E. SELF-INSURED RETENTIONS / DEDUCTIBLES

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

F. PROFESSIONAL LIABILITY

Professional Liability, or Errors and Omissions Insurance. Engineer shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose negligent acts, mistakes, errors and omissions the Engineer is legally liable, with an unimpaired liability insurance limit of at least \$2,900,000 each claim and \$2,900,000 annual aggregate.

G. COMMERCIAL GENERAL LIABILITY POLICY

Limits:

Each occurrence:	\$2,900,000
Personal & Advertising Injury:	\$1,000,000

Products/Completed Operations Aggregate:	\$2,900,000
General Aggregate:	\$2,900,000

Contractor shall maintain “occurrence” form Commercial General Liability insurance with unimpaired limits in at least the amounts set forth above. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury, advertising injury, insured contract’s contractual liability, and, if such risk is present, explosion, collapse and underground coverage. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 07 04 and CG 20 37 07 04, or equivalent.. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance

#### H. AUTOMOBILE LIABILITY

Engineer shall maintain Business Automobile Liability insurance with an unimpaired limit of at least \$2,900,000 each occurrence on Engineer’s owned, hired and non-owned vehicles assigned to or used in the performance of the Engineer’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

#### I. WORKERS' COMPENSATION

This insurance shall protect the Engineer against all claims under applicable state Workers' Compensation laws. The Engineer 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:	\$500,000 Each Accident
Bodily Injury by Disease:	\$1,000,000 Policy Limit
Bodily Injury by Disease:	\$500,000 Each Employee

## J. 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 Engineer nor has the City assessed the risk that may be applicable to the Engineer.
2. The Engineer's liability program shall be, or endorsed to be, Primary and Non-Contributory with respect to policies in which the City is included as an additional insured, and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Engineer.
3. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City for any claims arising out of the work or services of Engineer. Engineer shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
4. Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
5. 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.
6. Any failure on the part of the Engineer with any policy reporting provision shall not affect the coverage provided to the City.
7. When "City" is utilized, this includes its officers, officials, agents, employees and volunteers in respect to their duties for the City.
8. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2019 is \$2,865,330 for all claims arising out of a single accident or occurrence.
9. To the extent that any damages, incurred during or after the completion of Engineer's services, are covered by property insurance, City and Engineer release each other and waive all rights, including, without limitation, rights of subrogation, against each other and all contractors, subcontractors, consultants, subconsultants, and employees of the other, except for rights they may have to the proceeds of that insurance. City and Engineer shall require the same waiver and release by their respective contractors, subcontractors, consultants and subconsultants.

## **ARTICLE VII MISCELLANEOUS PROVISIONS**

The following miscellaneous provisions are agreed to by both parties to this Agreement:

- A. **COVENANT AGAINST CONTINGENT FEES:** Engineer warrants that Engineer has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this Agreement, and that Engineer has not paid or agreed to pay

any company or person, other than bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- B. **OWNERSHIP OF ENGINEERING DOCUMENTS:** Payment by City to Engineer as aforesaid in Article IV shall vest in City title to all drawings, sketches, studies, analyses, reports, models, and other paper, documents, computer files, and material produced by Engineer exclusively for the services performed pursuant to this Agreement up to the time of such payments, and the right to use the same without other or further compensation, provided that any use for another purpose shall be without liability to the Engineer. Provided, however, Engineer will continue to own the standard details, specifications, databases, computer software, other proprietary property, pre-existing work product, or intellectual property developed by Engineer in the normal course of Engineer's business and independent of the services provided under this Agreement.
- C. **MODIFICATIONS TO AGREEMENT:** In the event of any changes in the scope of services contained in this Agreement, prior to commencing the services City and Engineer shall enter into a modification of this Agreement or a Memorandum of Authorization describing the services to be provided by Engineer and City, and the compensation and completion times for said services.
- D. **TERMINATION:** In the event of termination by City, if there are any services hereunder 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 services are completed and accepted.
  - 1. Termination for Convenience: The services called for by this Agreement or any supplements thereto may be terminated upon request and for the convenience of City upon thirty (30) days advance written notice. City shall pay Engineer for all services rendered up to the date of termination.
  - 2. Termination for Cause: This Agreement may also be terminated for cause by City or Engineer. Termination for cause shall be preceded by a fourteen-(14) day correction period effective upon delivery of written notice. City shall pay Engineer for all services rendered up to the date of termination. In the event of termination for cause by City, compensation for services rendered by Engineer up to the date of termination shall be offset by City's reasonable cost to mitigate or correct the effects of such termination.
  - 3. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of the Project in a subsequent fiscal year, this Agreement shall be terminated and Engineer shall be reimbursed for the services rendered up to the date of termination plus the reasonable value of any nonrecurring costs incurred by Engineer but not amortized in the price of the services delivered under this Agreement.
- E. **COMPLIANCE WITH LAWS:** Engineer shall exercise the Standard of Care so as to comply with all Federal, State, and local laws, ordinances, and regulations applicable to the services. Engineer shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement.
- F. **SUBLETTING ASSIGNMENT OR TRANSFER:** Engineer shall not sublet, assign, or transfer any interest in the services covered by this Agreement, except as provided for herein and except with

the prior written consent of City. The use of subcontractors shall in no way relieve Engineer of his/her primary responsibility for the services. No approval will be necessary for non-professional services such as reproductions, printing, materials, and other services normally performed or provided by others.

- G. CONFERENCES, VISITS TO SITE, INSPECTION OF SERVICES: Upon reasonable advance notice and during normal business hours at Engineer's place of business, representatives of City shall have the privilege of inspecting and reviewing the services being performed by Engineer and consulting with him/her at such time. Conferences are to be held at the request of City or Engineer.
- H. ENGINEER'S ENDORSEMENT: Engineer shall endorse all plans, specifications, estimates, and engineering data furnished by him/her.
- I. INSPECTION OF DOCUMENTS: Engineer shall maintain all records pertaining to its services hereunder for inspection, upon reasonable advance notice and during normal business hours at Engineer's place of business, by a City representative during the contract period and for three (3) years from the date of final payment for each individual project performed pursuant to this Agreement.
- J. INDEMNIFICATION AND HOLD HARMLESS: Engineer shall indemnify City for Professional and Non-Professional acts or omissions as provided below. The terms "Professional" and "Non-Professional" shall have the meaning as defined by law in the context of professional liability and general liability insurance policy provisions and exclusions.
  - 1. Non-Professional Liability. Engineer shall indemnify, defend, hold harmless and reimburse City and its officers, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, suits, claims, judgments, damages, losses, payments, costs and expenses of any kind, including reasonable attorneys' fees, to the extent caused by a Non-Professional and negligent act, error or omission of Engineer, or its employees, or sub consultants, in the performance of this Agreement, or any supplements or amendments thereto, and to the extent permitted by the Constitution and the Laws of the State of Missouri.
  - 2. Professional Liability. Engineer shall indemnify, hold harmless and reimburse City and its officers, employees, and elected officials, from and against all lawsuits, suits, claims, judgments, damages, losses, payments, costs and expenses of any kind, including reasonable attorneys' fees recoverable by law as damages, to the extent caused by a Professional and negligent act, error, or omission of Engineer, or its employees, or sub consultants, in the performance of this Agreement, or any supplements or amendments thereto, and to the extent permitted by the Constitution and the Laws of the State of Missouri.
  - 3. Survival. The obligations in this Section J shall survive the termination or expiration of this Agreement for all claims that arise based on actions that occur prior to the date of such termination or expiration.
- K. LIMITATION OF LIABILITY: In no event will City or Engineer be liable to the other party or the other party's respective employees and sub consultants for indirect or consequential damages, including, without limitation, loss of profits, loss of savings or revenue.
- L. PROFESSIONAL RESPONSIBILITY: Engineer will exercise the same degree of skill, care, and diligence in the performance of its services as is ordinarily possessed and exercised by a

professional under similar circumstances (“Standard of Care”). If Engineer fails to meet the Standard of Care, Engineer will correct any errors in its deliverables at its own cost and without reimbursement from City

- M. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.
- N. CONFLICT: In the event of any conflict, ambiguity, or inconsistency between this Agreement and any other document that may be annexed hereto, the terms of this Agreement shall govern.
- O. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- P. OPINION OF PROBABLE CONSTRUCTION COST AND SCHEDULE: Since Engineer has no control over the cost of labor, materials, or equipment, or over contractor’s(s’) methods of determining prices, or over competitive bidding or market conditions, the estimate of construction cost and schedule provided for herein is to be made on the basis of Engineer’s experience and qualifications and represents Engineer’s best judgment as a professional Engineer familiar with the construction industry, but Engineer cannot and does not guarantee that the bids or the Project construction cost or schedule will not vary from the opinion of probable construction cost and schedule prepared by Engineer.
- Q. TAX EXEMPT: City and its agencies are exempt from State and local sales taxes. Sites of all transactions derived from this Agreement shall be deemed to have been accomplished within the State of Missouri.
- R. SAFETY: In the performance of its services, Engineer shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes. Provided, however, Engineer will not be responsible for job site safety or the means, methods, techniques, sequences, procedures, or safety precautions and programs of any construction contractor.
- S. ANTI-DISCRIMINATION CLAUSE: Engineer and its agents, employees, or subcontractors shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.
- T. DELAY IN PERFORMANCE: Neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riots, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and delay in or inability to procure permits, licenses, or authorizations from any local, State, or Federal agency, other than the City, for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Engineer and City shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances



preventing continued performance and the efforts being made to resume performance of the Agreement.

U. NO THIRD-PARTY RIGHTS: The services provided for in this Agreement are for the sole use and benefit of City and Engineer. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

V. NOTICE: Whenever any notice is required by this Agreement to be made, given or transmitted to any party, it shall be enclosed in an envelope with sufficient postage attached to ensure delivery and deposited in the United States Mail, first class, with notices to City addressed to:

Director of Development Services  
City of Lee's Summit  
220 SE Green Street  
Lee's Summit, MO 64063

and notices to Engineer shall be addressed to:

or such place as either party shall designate by written notice to the other. Said notices may also be personally hand delivered by each party to the other, at the respective addresses listed above. If hand delivered, the date of actual completion of delivery shall be considered the date of receipt. If mailed, the notice shall be considered received the third day after the date of postage.

THIS AGREEMENT shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of City Attorney

**ENGINEER:**

\_\_\_\_\_

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



## Billing Rate Schedule

January 1, 2019 \*

<u>Professional Classifications</u>	<u>Hourly Rate</u>
<b>Project Managers/Sr. Technical Specialists/Sr. Project Engineers</b>	
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 9	248.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 8	236.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 7	223.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 6	211.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 5	198.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 4	185.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 3	173.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 2	161.00
Project Manager, Sr. Tech Specialist or Sr. Project Engineers – 1	149.00
<b>Staff Engineers &amp; Architects</b>	
Engineer or Architect – 11	184.00
Engineer or Architect – 10	172.00
Engineer or Architect – 9	160.00
Engineer or Architect – 8	148.00
Engineer or Architect – 7	137.00
Engineer or Architect – 6	127.00
Engineer or Architect – 5	118.00
Engineer or Architect – 4	109.00
Engineer or Architect – 3	101.00
Engineer or Architect – 2	94.00
Engineer or Architect – 1	87.00
<b>CAD Technicians, Designers &amp; Drafters</b>	
CAD Technicians, Designers or Drafters – 9	148.00
CAD Technicians, Designers or Drafters – 8	137.00
CAD Technicians, Designers or Drafters – 7	127.00
CAD Technicians, Designers or Drafters – 6	117.00
CAD Technicians, Designers or Drafters – 5	108.00
CAD Technicians, Designers or Drafters – 4	98.00
CAD Technicians, Designers or Drafters – 3	88.00
CAD Technicians, Designers or Drafters – 2	78.00
CAD Technicians, Designers or Drafters – 1	68.00
<b>Administrative &amp; Clerical</b>	
Administrative or Clerical – 5	89.00
Administrative or Clerical – 4	80.00
Administrative or Clerical – 3	72.00
Administrative or Clerical – 2	63.00
Administrative or Clerical – 1	54.00

Project related expenses will be charged as follows:

1. Non-exempt Bibb employees will be invoiced at 1.5 times the hourly rate for overtime worked on the services. Exempt employees will be invoiced at 1.0 times the hourly rate for all hours.
2. Typical and customary home office expenses, including computer related expenses (excluding project specific requirements), fax and telephone are included in the rates above.
3. All travel and out of town living expenses will be charged to the project at their direct cost. Automobile mileage is calculated at the rate currently set by the IRS Standard Mileage Rates.
4. Document reproduction costs, international long distance, conference phone charges, shipping, expedited mailing, courier expenses, etc. will be charged at direct cost or Bibb's internal cost rates.
5. Independent Contract Labor, Special Consultants, etc. shall be billed at the rates above for their respective level of experience.
6. Bibb Engineers prefer that other specialty consulting firms (geotech, surveying, noise, etc.) be engaged directly by the City even if their work may be coordinated or managed by Bibb Engineers. In those instances where the City directly contracts with specialty consulting firms, the liability for such work shall be governed by the terms of such separate contract with the specialty consulting firm and not this agreement with Bibb Engineers. When Bibb Engineers does engage such firms as subcontractors, a 20% markup on their rates will apply and those subcontractors shall bear the entire liability for their work, not Bibb Engineers.

Invoices will include all charges accrued to the project during the previous calendar month. Payment is due upon email receipt of the invoice. Invoices unpaid beyond 30 days will be subject to an interest charge of 1.5% per month, computed daily.

\* - Rate Sheet is subject to review. Billing rates for employees will be changed the month of their salary review if applicable.

**EXHIBIT B – MODIFICATION FORM**

**MODIFICATION NO. \_\_\_\_ TO ON-CALL AGREEMENT  
FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES  
DATED \_\_\_\_\_  
(RFQ NO. 2019-072) (RENEWAL NO. \_\_\_\_\_)**

**THIS MODIFICATION TO ON-CALL AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Lee's Summit, Missouri (hereinafter "City"), and \_\_\_\_\_ (hereinafter "Engineer").

**WITNESSETH:**

**WHEREAS**, City and Engineer entered into an On-Call Agreement dated \_\_\_\_\_ (RFQ No. 2019-072) for professional engineering and architectural services (hereinafter "Base Agreement"); and

**WHEREAS**, the Base Agreement was renewed pursuant to Agreement dated \_\_\_\_\_, 20\_\_\_\_ (Renewal No. \_\_\_\_\_); and

**WHEREAS**, City and Engineer desire to amend the provisions of the Base Agreement as provided herein; and

**WHEREAS**, Engineer has submitted a proposal for the amended engineering services and an estimate of engineering costs to perform said services; and

**WHEREAS**, the City Manager is authorized and empowered by City to execute contracts providing for \_\_\_\_\_ services.

**NOW THEREFORE**, in consideration of the mutual covenants and considerations herein contained, **IT IS HEREBY AGREED** by the parties hereto to amend the following Articles contained in the Base Agreement as follows:

**ARTICLE I  
SCOPE OF ON-CALL SERVICES TO BE PROVIDED BY ENGINEER**

Article I of the Base Agreement is hereby amended as follows:

See Exhibit B – Scope of Services

**ARTICLE IV  
PAYMENTS TO THE ENGINEER**

Article IV of the Base Agreement is hereby amended to provide compensation to Engineer as follows:

- A. The compensation to be paid to Engineer for the amended On-Call Services described in Article I above is estimated to be \_\_\_\_\_ Dollars (\$\_\_\_\_\_). The actual cost of all services shall be billed at the hourly rates and expenses set forth in Exhibit A of the Base Agreement and incorporated herein by reference.

**ARTICLE VIII  
ALL OTHER TERMS REMAIN IN EFFECT**

All other terms of the Base Agreement not amended by this Modification to On-Call Agreement shall remain in full force and effect.

This Modification No. \_\_\_ to On-Call Agreement shall be binding on the parties thereto only after it has been duly executed and approved by City and Engineer.

**IN WITNESS WHEREOF**, the parties have caused this Modification to On-Call Agreement to be executed on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF LEE'S SUMMIT**

\_\_\_\_\_  
Stephen A. Arbo, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
David Bushek  
Office of City Attorney

**ENGINEER:**

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

## Packet Information

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**File #: TMP-1379, Version: 1**

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An Ordinance approving the award of Bid No. 2019-076 for the purchase, and installation, maintenance, and repair services of heating, ventilation and air-conditioning systems for a one-year term with up to four, one-year renewals to ACS Building Services, LLC (Contract No. 2019-076-1), Todco Mechanical, LLC (Contract No. 2019-076-2), and The Waldinger Corporation (Contract No. 2019-076-3), and authorizing the City Manager to the same by and on behalf of the City of Lee's Summit, Missouri.

### Issue/Request:

An Ordinance approving the award of Bid No. 2019-076 for the purchase, and installation, maintenance, and repair services of heating, ventilation and air-conditioning systems for a one-year term with up to four, one-year renewals to ACS Building Services, LLC (Contract No. 2019-076-1), Todco Mechanical, LLC (Contract No. 2019-076-2), and The Waldinger Corporation (Contract No. 2019-076-3), and authorizing the City Manager to the same by and on behalf of the City of Lee's Summit, Missouri.

### Background:

The City requires service, maintenance and new installation on HVAC equipment systems at various City owned buildings for all City Departments. HVAC services are vital to keeping HVAC systems running properly and replaced as needed.

City equipment to be serviced or replaced under this Contract would include the following Department locations: Water Utilities Service Center, City Hall, all Fire Stations, Animal Control, Maintenance Facility/Fleet and Public Works Operations, Airport, and The Historic Museum. Parks and Recreation Equipment to be serviced or replaced under this Contract would include the following locations: J. Thomas Lovell, Jr. Community Center at Legacy Park, Longview Community Center, Harris Park Community Center, Lea McKeighan North, Summit Waves, Parks and Recreation Construction & Ops Center and Parks and Recreation Concession Buildings.

In the event of needed repairs, maintenance services or new installation or replacement of equipment, the awarded Contractors will provide an estimate including labor and material, utilizing the hourly labor rates and mark-up on material percentage listed within said Contracts, if awarded.

All three (3) awarded Contractors will remain on-call for the duration of the contract terms. The City Departments will contact ACS Building Services and/or Todco Mechanical and/or The Waldinger Corporation for service on an as needed basis. All three (3) Contractors may be contacted by the Department(s) for quotations on larger projects or projects that include needing immediate service. Often times with the need for immediate service, Departments may elect to utilize the Contractor that currently has the best availability/response time. The contracts also provide the City an option to purchase HVAC systems if necessary.

### Key Issues:

- The City's current Contract No. 2014-132-1 and 2014-132-2 for HVAC maintenance, repair and installation is set to expire on October 31, 2019.
- The Procurement and Contract Services Division formally solicited Bid No. 2019-076 for HVAC maintenance, repair and installation via its' e-bidding service Public Purchase.

- Seventy-One (71) potential bidders were notified via the City's e-bidding service, Public Purchase. The advertisement for the formal bid was also posted on the City's website. Public Purchase Report Records show that thirty-two (32) potential firms accessed the online bid document 2019-076.
- Upon the bid opening date of September 6, 2019, the Procurement and Contract Services Division received six (6) bids. The Project Managers from the each Department evaluated the bids received and the attached bid tabulation. Based on the frequent need for such service, the Project Managers deemed it necessary to recommend a multi-vendor award to the three (3) lowest and most responsive bidders which were ACS Building Services, Todco Mechanical, and The Waldinger Corporation.
- If awarded, the bid tabulation amounts identified shall lock in unit prices identified for both hourly rates for repair, maintenance and new installation needs and the allowable amounts for mark-ups for material. Upon award of an Ordinance by the City Council, one-year contracts, with up four (4) one-year renewals, will be executed with all three (3) Contractors. Copies of the contract documents are attached.

**Proposed Committee Motion:**

I move to recommend to City Council for approval of an Ordinance approving the award of Bid No. 2019-076 for the purchase, and installation, maintenance, and repair services of heating, ventilation and air-conditioning systems for a one-year term with up to four, one-year renewals to ACS Building Services, LLC (Contract No. 2019-076-1), Todco Mechanical, LLC (Contract No. 2019-076-2), and The Waldinger Corporation (Contract No. 2019-076-3), and authorizing the City Manager to the same by and on behalf of the City of Lee's Summit, Missouri..

Rick Gentry, Purchasing Manager for Procurement and Contract Services Division

**Recommendation:** Staff recommends approval of An Ordinance approving the award of Bid No. 2019-076 for HVAC Maintenance, Repair and New Installation for a one-year term with up to four (4), one-year renewals to ACS Building Services (Contract No. 2019-076-1) and to Todco Mechanical (Contract No. 2019-076-2) and to The Waldinger Corporation (Contract 2019-076-3) and authorizing the City Manager to enter into and execute agreements for the same by and on behalf of the City of Lee's Summit, Missouri.

**Committee Recommendation:** [Enter Committee Recommendation text Here]

## **BILL NO. 19-**

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AN ORDINANCE APPROVING THE AWARD OF BID NO. 2019-076 FOR THE PURCHASE, AND INSTALLATION, MAINTENANCE, AND REPAIR SERVICES OF HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS FOR A ONE-YEAR TERM WITH UP TO FOUR, ONE-YEAR RENEWALS TO ACS BUILDING SERVICES, LLC (CONTRACT No. 2019-076-1), TODCO MECHANICAL, LLC (CONTRACT No. 2019-076-2), AND THE WALDINGER CORPORATION (CONTRACT No. 2019-076-3), AND AUTHORIZING THE CITY MANAGER TO THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the purchase of HVAC systems, and their associated installation, maintenance, and repair services is a key, vital element for the City and Parks and Recreation Department; and,

WHEREAS, the City of Lee's Summit (the "City"), through the Procurement and Contract Services Division, issued Bid No. 2019-076 for the purchase, and installation, maintenance, and repair, of HVAC systems; and,

WHEREAS, Bid No. 2019-076 was advertised through the City's e-procurement system, Public Purchase, and sent to seventy-one (71) potential bidders; and,

WHEREAS, of the six (6) bids received by the Procurement and Contract Services Division, ACS Building Services, Todco Mechanical, and The Waldinger Corporation, were all deemed necessary for a multi-vendor award by the Project Managers based on the City's frequent need for such services, and having both met the criteria as low and responsible bidders for Bid No. 2019-076.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT MISSOURI, as follows:

SECTION 1. The City Council hereby authorizes the multi-vendor award of Bid No. 2019-076 to ACS Building Services, Todco Mechanical, and The Waldinger Corporation for an initial one-year term with up to four one-year renewal terms.

SECTION 2. The agreements by and between the City and ACS Building Services, LLC (Contract No. 2019-076-1); the City and Todco Mechanical, LLC (Contract No. 2019-076-2); and the City and The Waldinger Corporation (Contract No. 2019-076-3) for the purchase, and installation, maintenance, and repair, of HVAC systems, on file with the Procurement and Contract Services Division and are incorporated by reference as if fully set forth herein, are hereby approved, and the City Manager is hereby authorized to execute such agreements by and on behalf of the City.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. Should any section, sentence, or clause of this ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2019.



**BILL NO. 19-**

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\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney *Brian W. Head*









**UNOFFICIAL BID TABULATION**

*This is an unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received.*

**Bid Number 2019-076**

**Project: HVAC Maintenance, Repair & New Installation**

**Opens: 09/06/19 at 2:00PM**

		BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
		ACS Building Services Independence, MO	Insight Mechanical Contractors Raytown, MO	Stanger Industries, Inc. Kansas City, MO 64130	The Fagan Co (dba Emcor Services) Kansas City, KS	The Waldinger Corporation North Kansas City, MO	Todco Mechanical Lee's Summit, MO
4.1	State the percentage that will be added to your cost for Materials used for New Installation:	25% on materials under \$1k 20% on materials over \$1k	15%	20%	15%	15%	19%
4.2	State the percentage that will be added to your cost for Materials used for Repair & Maintenance:	25% on materials under \$1k 20% on materials over \$1k	15%	20%	15%	15%	30%

**NEW WORK/INSTALLATION**

		HOURLY RATE Non-Prevailing Wage (For work	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)	HOURLY RATE Non-Prevailing Wage (For work	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)	HOURLY RATE Non-Prevailing Wage (For work	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)	HOURLY RATE Non-Prevailing Wage (For work	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)	HOURLY RATE Non-Prevailing Wage (For work UNDER \$75K)	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)	HOURLY RATE Non-Prevailing Wage (For work	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)
4.3	Hourly Labor Rate for Regular Service	\$83.20	\$88.10	\$108.00	\$108.00	\$155.00	\$155.00	\$114.00	\$114.00	\$85.00	\$116.00	\$87.00	\$92.00
4.4	Hourly Labor Rate for After Hours Service, if required	\$124.80	\$132.15	\$162.00	\$162.00	\$250.00	\$250.00	\$158.00	\$158.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	\$130.50	\$138.00
4.5	Hourly Labor Rate for Weekends or Holidays, if required	\$166.40	\$176.20	\$216.00	\$216.00	\$320.00	\$320.00	\$200.00	\$200.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	\$160.00	\$169.00
4.6	Hourly Labor Rate for Emergency Service, if required	\$124.80	\$132.15	\$162.00	\$162.00	\$320.00	\$320.00	\$114.00	\$114.00	\$85.00	\$116.00	Reg OT \$87.00 \$130.50	\$92.00 \$138.00

**REPAIR AND MAINTENANCE**

4.7	Hourly Labor Rate for Regular Service	\$83.20	\$88.10	\$108.00	\$108.00	\$155.00	\$155.00	\$114.00	\$114.00	\$85.00	\$116.00	\$87.00	\$92.00
4.8	Hourly Labor Rate for After Hours Service, if required	\$124.80	\$132.15	\$162.00	\$162.00	\$250.00	\$250.00	\$158.00	\$158.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	\$130.50	\$138.00
4.9	Hourly Labor Rate for Weekends or Holidays, if required	\$166.40	\$176.20	\$216.00	\$216.00	\$320.00	\$320.00	\$200.00	\$200.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	M-F 4pm-7:30am \$119.00 Sat \$119.00 Sun & Holiday \$154.00	\$160.00	\$169.00
4.10	Hourly Labor Rate for Emergency Service, if required	\$124.80	\$132.15	\$162.00	\$162.00	\$320.00	\$320.00	\$114.00	\$114.00	\$85.00	\$116.00	Reg OT \$87.00 \$130.50	\$92.00 \$138.00



UNOFFICIAL BID TABULATION

This is an unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received.

Bid Number 2019-076 Project: HVAC Maintenance, Repair & New Installation Opens: 09/06/19 at 2:00PM		BIDDER		BIDDER		BIDDER		BIDDER		BIDDER		BIDDER	
		ACS Building Services Independence, MO		Insight Mechanical Contractors Raytown, MO		Stanger Industries, Inc. Kansas City, MO 64130		The Fagan Co (dba Emcor Services) Kansas City, KS		The Waldinger Corporation North Kansas City, MO		Todco Mechanical Lee's Summit, MO	
<b>GENERAL</b>													
4.11	Minimum Call-Out Rate - (list hour or portion of hour, if applicable) Min. Service Charge	\$30 Min Call Out	\$30 Min. Serv Chg	1 Hour	\$45 Min Serv Chg	2 Hours	\$310 Min. Serv Chg	2 Hours	\$228 Min Serv Chg	.25 Hours	\$71.25 Min Serv Chg (.25 hours +\$50 truck charge)	1 Hour	\$87.00
4.12	Bidders are to identify below a Statement of Warranty for all Materials & Labor:	We offer 1 yr warranty on all material used We offer 1 year warranty on all labor performed		Materials--Per the Mfr. Warranty Labor--30 days on service and parts replacement, 1 yr on equipment replacement		Service/Repair material are warranted for 30 days Service/Repair labor is warranted for 30 days		Parts & Labor 90 Day Warranty		Parts & Material warranty as provided by the manufacturer/vendor Labor Warranty is 30 days from install/start-up date		Todco itself doesn't warranty parts/material but passes along Mfr Warranty Todco warranties its labor/workmanship for 1 yr	
4.13	Mark "Yes" or "No" if your company is capable of service, maintenance, repair and inspection of all equipment listed in this invitation to bid	Yes		Yes		Yes		Yes		Yes		Yes	
4.14	Will you allow the City to purchase their own material for jobs, if requested?	Yes		No		Yes		Yes		Yes		Yes	
4.15	In order to save on Cost, will you allow the City to utilize on Staff Maintenance Workers to assist with Labor, if requested?	Yes		No		Yes		Yes		Yes		Yes Case by Case basis	
<b>SERVICE SUPPORT CENTER/HOURS OF SERVICE/CONTACT INFORMATION</b>													
4.16	Please list the address of the nearest Customer Service/Support Center:	201 N. Forest Ave. Independence, MO 64050 Billing: 5251 W. 116th Pl, Suite 200 Leawood, KS 66211		9204 E. 350 Hwy Raytown, MO 64133		4911 Elmwood Ave., KC MO 64130		3125 Brinkerhoff Rd Kansas City, KS 66115		1800 Levee Rd North Kansas City, MO 64116		1260 Century Drive Lee's Summit, MO 64081	
4.17	State hours normal service is available:	7am to 4pm, 5 dys/wk		8am to 4:30pm, 5 dys/wk		7:30am to 4pm, 5 dys/wk		7am to 3:30pm, 5 dys/wk		7:30am to 4pm, 5 dys/wk		7am to 4:30pm, 5 dys/wk	
4.18	Emergency service available:	12am to 12pm, 7 dys/wk		12am to 11:59pm, 7 dys/wk		12:01am to 11:59pm, 7 dys/wk		12am to 11:59pm, 7 dys/wk		12am to 11:59pm, 7 dys/wk		12am to 12pm, 7 dys/wk	
4.19	State name, telephone number, and email address and phone number for contact person for service calls:	Service Dept. Dispatcher service@acs-1.com 1-800-352-9872		David Sipp david@insightmech.com 816-353-3533		HVAC Service Dept. tsapenaro@stangerinc.com 816-861-2800		Tyler Greenlee tgreenlee@faganco.com 913-621-4444		Stacy Stout stacy.stout@waldinger.com 816-421-7699		Steve Beverly steve@todco.net 816-282-4119 cell	
4.20	State name, telephone number, and email address for contact person/s for after hours and weekends:	On-Call Technician service@acs-1.com 1-800-352-9872		David Sipp david@insightmech.com 816-353-3533		HVAC Service Dept. tsapenaro@stangerinc.com 816-861-2800		Fagan Service jwhite@faganco.com 913-621-4444		Stacy Stout stacy.stout@waldinger.com 816-421-7699		Steve Beverly steve@todco.net 816-282-4119 cell	

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**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DIVISION  
220 S.E. GREEN STREET  
LEE'S SUMMIT, MO 64063  
816-969-1085 Phone 816-969-1081 Fax  
**Procurement Officer Email Address:**  
[Tarah.daugherty@cityofls.net](mailto:Tarah.daugherty@cityofls.net)

**INVITATION FOR BID NUMBER 2019-076**

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

**HVAC MAINTENANCE, REPAIR & NEW INSTALLATION  
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-BIDDING SYSTEM PRIOR TO THE OPENING DATE OF 2:00PM LOCAL TIME ON  
SEPTEMBER 6TH, 2019**

The cutoff date for any questions for this bid is Friday, August 30<sup>th</sup>, 2019 at Noon, Local Time.

It is the responsibility of interested firms to check the City's e-bidding system, Public Purchase 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.**

**NOTE:** All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

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

If submitting a "no bid" please provide a brief explanation below for the reason why and return this page:

\_\_\_\_\_  
\_\_\_\_\_

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**INVITATION FOR BID NUMBER 2019-076**

The City of Lee's Summit will accept electronically submitted bids from qualified persons or firms for HVAC Services for various City Departments, as a yearly contract. Bids must be received electronically into Public Purchase by 2:00P.M. Local time, on September 6th, 2019. Bids will be read aloud publicly at City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time. Bidders are invited, but not required to attend the opening of formal bids. No decision regarding award shall be made at the opening.

Bidding documents and any addendums are available by accessing the City's e-bidding system, Public Purchase Procurement Officer. Bidders needing to register with Public Purchase click here:

<https://www.publicpurchase.com/gems/leessummit,mo/buyer/public/homeOpenBids>. This is a two-step process. **Bidders should plan on registering no later than 36 hours (M-F) prior to bid opening.**

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.

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.

***NOTE: For any Prevailing Wage work performed under this Contract, Annual Wage Order 26 shall apply.***

*Tarah Daugherty*, Procurement Officer II

**SCOPE:** The City of Lee's Summit is soliciting bids for qualified firms or persons to provide HVAC Services for various City department buildings as a Yearly Contract, as an on-all as needed basis. If awarded, a yearly contract will be established.

**NOTE:** The City reserves the right to bid any project over the City's informal bid threshold amount of \$10,000.00 and is determined to be in the best interest of the City. Projects that exceed the \$10,000.00 informal bid threshold, and the City deems not necessary to bid, will require a written work order cost estimate (refer to sections 2.10-2.11 of this bid document) and the appropriate supervisor or designee approval prior to commencing work (Section 2.8.1).

## 1.0 INSTRUCTIONS TO BIDDERS:

- 1.1 All questions shall be submitted and potentially answered via the City's e-bidding site Public Purchase. If there is significant information deemed necessary to be communicated to all potential bidders by the Procurement Officer, addendum(s) will be issued via Public Purchase. If issued, all addendums(s) must be signed and included with submitted bid.
- 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 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 Friday, August 30<sup>th</sup>, 2019 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 The bidder shall provide all transportation, labor, materials, and equipment to perform the work. State total costs of materials/services requested in Section 4.0 Pricing. Prices shall include F.O.B. destination and inside delivery.
- 1.6 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.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 Whenever a material, article, or piece of equipment is identified by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended merely to establish a standard. Any material or article or piece of equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the proposed material, article, or equipment is, in the opinion of the City, of equal substance and function. When the manufacturer is referenced and the words "or approved alternate" do not follow, it shall be deemed that the words "or approved alternate" shall follow such designations unless the material, article, or piece of equipment is identified as "no substitutes." The City in its sole discretion may reject proposed substitute items. Samples may be required for evaluation prior to award. **PLEASE SUBMIT DESCRIPTIVE LITERATURE WITH ALTERNATE BIDS**
- 1.11 If an award is a result of this Invitation for Bid, an on-call, as needed contract will be issued. The amount of work under a contract, if awarded, is not guaranteed. The PO and contract number must be referenced on all documentation, including the invoice.

- 1.12 For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063; or e-mailed to [ap@cityofls.net](mailto:ap@cityofls.net). **Pre-billing will not be allowed without prior written acceptance by the City.**
- 1.13 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located on Pages 23-29. 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 four (4) 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 awarded Contractor requests an increase in compensation for any renewal period, the Contractor shall notify Procurement and Contract Services 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 awarded Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Procurement Officer 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:** The awarded Contractor 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 awarded Contractor 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 The City reserves the right to obtain performance and payment bonds as security for the faithful performance and payment of all of the bidder's obligations during this contract, in the event a work estimate exceeds \$25,000.00. The bonds shall be in an amount of 100% of the work estimate, on the forms provided herein, and with such sureties as are licensed to conduct business in the State of Missouri. The surety shall be named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U. S. Treasury Department. The required bonds shall be furnished within ten (10) calendar days after notice of award is issued by the Procurement and Contract Services Division.

### 2.5 Response time criteria:

- 2.5.1 Under this contract, it is required that the bidder be available for service seven (7) days a week, twenty four (24) hours a day.
- 2.5.2 Some work under this contract is of an emergency nature. The awarded Contractor shall provide a single twenty-four (24) hour telephone number to assure prompt response to calls from the City for needed repairs. The method of notification and the assignment of a technician to the call shall be the awarded Contractor's responsibility.
- 2.5.3 It shall be the City's responsibility, upon placing a call for service, to designate an emergency or non-emergency situation.
- 2.5.4 The awarded Contractor shall verbally confirm to the initial request for emergency service within one (1) hour of notification and shall have a qualified heating and cooling technician on the job site within four (4) hours of the original notification.
- 2.5.5 In the event repairs cannot be completed with the initial response, every effort by the awarded contractor shall be made to provide limited repair to allow for effective functioning of the system until complete restoration can be made.
- 2.5.6 Failure to meet the above requirements may result in the City contacting another vendor and requesting the work be performed by them. In this circumstance, the bidder shall not be entitled to any payment or damages and shall pay the City for any additional costs incurred. Failure to respond or report to the job site within the agreement time frame, may be construed as a breach of this agreement, and at the City's discretion, this contract may be terminated upon written notice by the City.
- 2.5.7 Requests for non-emergency service shall have a response time within twenty-four (24) hours from notification. The City reserves the right to schedule times and dates for non-emergency service to be performed under this contract, if awarded.

**2.6 Post award information:**

- 2.6.1 Hourly Charges: Hourly charges, are to begin when service technician arrives at job site or reports to the Project Manager or his designee, whichever is requested by the City. The awarded Contractor shall NOT commence any work until he has notified the proper City personnel of his arrival. The awarded Contractor will not be allowed to bill for travel time, fuel/mileage, trip charges or lunches and should build into your quoted hourly rate the amount you feel necessary to cover these types of expenses. The City shall not be responsible for payment to the awarded Contractor for any briefings or meetings held between the City and the awarded Contractor, as these meetings are to the mutual benefit of both parties.
- 2.6.2 Part/Equipment Runs: Part/Equipment runs that the awarded Contractor makes on behalf of work being performed for the City, shall be subject to review and approval by the Project Manager or designee. In general and at the Project Manager's discretion, the City will allow for no more than 1 hour of billable time, per job, for the awarded Contractor to make a Part/Equipment run on City time. The Technician shall notify the Project Manager or designee of any Part/Equipment run(s) that are necessary for City jobs and will be expected to provide an estimated length of time for the run. If the awarded Contractor expects there could be multiple Part/Equipment runs per job, the possibility for the extra time should be built into the hourly rates bid in Section 4.0 Pricing.
- 2.6.3 If the awarded Contractor feels more than one technician on a job is necessary, this should be explained and quoted accordingly to the Project Manager prior to commencement of work. If the awarded Contractor fails to communicate and receive approval by the Project Manager for the need of more than one technician on a particular job, this may result in the City only being responsible for the hourly rate of ONE (1) Technician in accordance to Section 4.0 Pricing.
- 2.6.4 The City reserves the right to determine if equipment should be serviced, maintained or repaired as an emergency in unusual and unpredictable situations.
- 2.6.5 All work shall be performed and all complaints handled with due regard to the City public relations. The awarded Contractor shall utilize competent employees in performing the work. At the request of the City, the awarded Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and the awarded Contractor shall each be promptly notified by the other of any complaints received.
- 2.6.6 The awarded Contractor 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 either, lost, damaged, destroyed or stolen.
- 2.6.7 Proper safety precautions shall be used at all times and shall remain the awarded Contractor's responsibility. The awarded Contractor shall be equipped to enter confined spaces and hazardous atmospheres meeting all Occupational Safety and Health Administration (OSHA) criteria.
- 2.6.8 Supplies and materials: The City reserves the right to determine the urgency and necessity of emergency shipping and the City shall be responsible for any such charges (i.e. overnight express). Upon notification by the City, the awarded Contractor shall make all necessary arrangements and include the emergency shipping costs with invoice. Any emergency shipping costs shown on an invoice shall also designate City personnel authorizing the shipping.
- 2.6.9 The awarded Contractor will be contacted for services as needed by the applicable City Department Supervisor or their designee. Contractor shall not perform work for any department without prior approval by the City Department Supervisor or designee.
- 2.6.10 Prior to commencing any work, the awarded Contractor shall provide a Work Order Cost Estimate. The estimate shall clearly state the number of hours and manpower that will be used for the project. The estimate shall be reviewed and approved by the Department Supervisor or designee prior to the commencement of any work. If for some reason extra hours are needed, the hours shall be approved in advance by the Department Supervisor or designee. The estimate may be ORAL or WRITTEN at the City's discretion. All estimates provided to the City shall be in accordance to Section 4.0 Pricing.
- 2.6.11 The City reserves the right to bid any project over the City's informal bid threshold amount of \$10,000.00 and is determined to be in the best interest of the City.
- 2.6.12 The awarded Contractor shall coordinate the time and date of the service call with the applicable City Supervisor and it will be the Supervisor's responsibility to monitor the awarded Contractor's time on site.
- 2.6.13 Prior to departure from the work site, the awarded Contractor shall provide the City Supervisor with a two part Service Call Receipt for the services rendered which shall include but not limited to the date, start time, finish time, number of crew utilized for the service call. The awarded Contractor Supervisor or designee will sign the receipt and a copy shall be provided to the applicable City Supervisor.
- 2.6.14 if requested, the awarded Contractor will provide the City with a City Supervisor signed copy of the Work Order Cost Estimate and Service Call Receipt attached to the invoice which references the Purchase Order issued for Services rendered.

**2.7 Invoices and payment:**

- 2.7.1 The City reserves the right to request copies of supplier's invoices for parts.

- 2.7.2 The awarded Contractor shall submit, on a timely basis, an itemized detailed invoice for services rendered, including the following information:
- 2.7.2.1 Name of City personnel authorizing the work,
  - 2.7.2.2 Name of the employees who performed the work,
  - 2.7.2.3 The hours and rates as identified in Section 4.0 Pricing, spent on each job for each given day,
  - 2.7.2.4 A list of all materials used for each job and the location,
  - 2.7.2.5 When materials are used for the job, the cost plus percentage (stated in Section 4.0 Pricing) must also be shown on invoice
  - 2.7.2.6 The purchase order number shall be designated on all invoices,
  - 2.7.2.7 If applicable, Certified payroll for any new work performed,
- 2.7.3 The awarded Contractor shall keep complete records of all the work performed under the contract. Work covered under this contract shall be invoiced separately from any other work and/or purchases by the City. Requests for payment shall be submitted by job and by Department.
- 2.7.4 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; or e-mailed to [ap@cityofls.net](mailto:ap@cityofls.net).
- 2.7.5 The City reserves the right to audit the successful bidder's financial records.
- 2.8 **Compliance:** The following items shall be provided by the awarded Contractor to the City of Lee's Summit Procurement and Contract Services Division:
- 2.8.1 To be provided with Bid submittal:
- Bidder should complete the bid document in its entirety (bidders should keep a copy of bid submittal)
  - Executed Addendum(s)
- 2.8.2 To be provided prior to the issuance of a contract:
- Business License
  - List of References and Experience on form provided
  - List of Subcontractors and major suppliers on form provided
  - Certificate of Insurance in accordance to the Insurance Requirements identified in this bid document
  - Work Authorization Affidavit
  - E-Verify Signature Page
  - W-9 (new vendor only)
  - Vendor Information Form (new vendor only)
  - NOTE: Respondents legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).
- 2.9 **Prevailing Wage: The following changes were effective Aug. 28, 2018**
- Projects valued \$75,000 and under are not subject to the Prevailing Wage Law and projects valued at \$10,000 and below are not subject to a competitive bidding process.
  - No project may be split up into smaller projects valued at less than \$75,000 for the purpose of evading the requirement to pay a prevailing wage or public works contracting minimum wage.
  - Hours worked on holidays will be paid at twice the normal rate, including fringe benefits. Overtime hours will be paid at time and a half of the normal rate, including fringe benefits.
  - Contractors may employ one "apprentice" or "entry-level" worker for each journeyman hired and pay them 50% of the pay, including fringe benefits, of a journeyman in their same occupational title.

Other important provisions of the new law will not be fully implemented until the release of the next Annual Wage Order in 2019. These include:

- The Department of Labor will only use the hours reported by contractors on non-resident projects in calculating the annual wage order in 2019. This includes both public and private, and whether or not the projects were subject to a collective bargaining agreement.
- A new "Public Works Contracting Minimum Wage" of 120 percent of the average county wage will be used instead of a prevailing wage in counties where fewer than 1,000 hours are reported for a particular occupational title.

2.9.1 Prevailing Wage Projects. Should a single project in which the supplier is responsible for, or is a part of, exceed \$75,000, Prevailing Wage laws will apply. Supplier will be required to submit separate pricing for these projects that include Prevailing Wage. The following shall be provided with Applications for Payment:

- Pay Application
- Certified Payroll Form
- Certified Payroll Report
- MoDOLIR-Compliance with Prevailing Wage Law Affidavit
- Contractor's Certification and Affidavit

**NOTE: For any Prevailing Wage work performed under this Contract, Annual Wage Order 26 shall apply.**

**2.10 No Financial Interest or Other Conflict:**

2.10.1 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.

2.10.2 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.

**2.11 Debarment and Suspension Status:**

2.11.1 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.

2.11.2 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.

2.11.3 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.

2.11.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.12 All businesses doing business in the State of MO should be registered with the Missouri Secretary Of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult:

<https://bsd.sos.mo.gov/BusinessEntity/BEsearch.aspx?SearchType=0>

2.13 **Award:** A 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.

2.14 **Site Visits:** The below City Authorized Personnel, or designee, can be contacted individually if the Bidder would like to arrange for a site visit(s) to see the equipment only, before bidding.

**Michael Riley**, Water Utilities at 816-969-1963

**Ron Johnson**, City Hall, Fire Stations, Animal Control, Maint/Fleet Facility, Historic Museum at 816-969-1860

**Ola Shobowale**, Legacy Park Community Center at 816-969-1553

**Eric Schooley**, Longview Community Center at 816-969-1523

**Ryan Gibson**, Harris Park Community Center & Lea McKeighan North at 816-969-1556

**Devin Blazek**, Summit Waves at 816-969-1546

**Andrew Carr**, Parks & Recreation Construction & Ops Center and Concession Buildings at 816-969-1533

**John Ohrazda**, Airport at 816-969-1180

**3.0 SPECIFICATIONS:**

The below identified major, general equipment is subject to change at any time and also may or may not include smaller, other equipment that could possibly need service. **In the event of needed repairs, new installation, or additional maintenance services at any City location, the awarded Contractor will provide an estimate, utilizing the hourly labor rates listed on Page 13 in Section 4.0 Pricing.**

CITY LOCATIONS
<p><b>Animal Control, 1991 SE Hamblen Road</b></p> <p>3-AAON Package rooftop (electric heat) units, RTU#1 – MN: RM-010-8-0-BB02-162, SN: 200708-AMEJ10629            RTU#2 – MN: RM-015-8-0-BB02-162, SN: 200708-AMEL-10630            RTU#3 – MN: RM-006-8-0-BB01-142, SN: 200708-AMEF-10633</p> <p>1-Trenton Walk-in freezer – MN: TEZA025L8-HS2B-F, SN: 150335583T</p> <p>1-Lennox split system (furnace room), AHU MN: CBX32M-036-230-6-04, SN: 5807H40964            Outside unit MN: TSA03654N41Y SN: 5807H23767</p> <p>2-Sally Port bay hanging electric heaters, Berko, MN: HUAA1020</p>
<p><b>Aviation Division, 2751 NE Douglas</b></p> <p>2-Champion Split with Heatpump Units (Main Terminal), North unit – Outside unit MN: TH16B4821SA, SN: W1D8676120,            Air Handler MN: AE48DX21C, SN: W1M7302372            South Unit – Outside Unit MN: TH16B4821SA , SN: W1L8264287            Air Handler MN: AE48DX21C, SN: W1M7302368</p> <p>1-Lennox Split System (electric heat) T-Hanger #1, Outside Unit MN: TSA-060S4N45G, SN: 5817L13435            Air Handler MN: CBX27UH-060-460-6-02, SN: 1617K01509</p> <p>1-Dayton LP Furnace 100,000 BTU, MN: 4LX51, SN : B04454569002001</p> <p>1-Rheem, 30 Gallon Electric Water Heater, MN: 1PZ73, SN: 0702F01026</p> <p>4-Bard-Wall Mount Combo Heater/AC Units, SN:BARD-WA-361-A00</p> <p>1-RBI 350,000 BTU Heating Boiler, MN: SB350, SN: 30641881</p> <p>1-A.O. Smith 6 gallon Water Heater, MN: DEL6102, SN: J06M002939</p> <p>1-Reznor 100,000 BTU LP Overhead Furnace</p>
<p><b>City Hall, 220 SE Green St.</b></p> <p>4-Lochinvar Boilers, Boiler #1-MN: KBN801, SN: H14H10311815            Boiler #2-MN: KBN801, SN: H14H10306802            Boiler #3-MN: KBN801, SN: J14H10321881            Boiler #4-MN: KBN801, SN: J14H10321845</p> <p>5-McQuay Roof Top Units, RTU #1 - 40 ton, MN: RPS040CLY, SN: FBOU050200622-02            RTU #2 - 40 ton, MN: RPS040CLY, SN: FBOU050200653-02            RTU #3 - 75 ton, MN: RDT075CSY, SN: FBOU050200816-02            RTU #4 - 60 ton, MN: RDT060CSY, SN: FBOU050200803-02            RTU #5 - 70 ton, MN: RDT070CSY, SN: FBOU050200804-02</p> <p>2-Liebert Units, Unit #1-MN: BU060E7AME1397S, SN: N12A740101            Unit #2-MN: BU067ASAME1396S, SN: N12A740103</p> <p>1-Liebert Parking Garage Unit Heater/AC Unit: MN: ET 018SLPFAT3171, SN: 793171-001</p>
<p><b>Water Utilities Service Center– 1200 SE Hamblen</b></p> <p>2 -LAAR Boilers, MN: NTH1000NJX1</p> <p>2 Primary Heating Pumps</p> <p>2-Secondary Heating Pumps</p> <p>2-Chilled Water Pumps</p> <p>1 York Condensing Unit MN: YLAA0080SE46XFB, SN: 11551E76161284</p> <p>1-York Air Handler Unit in Shop</p> <p>1-York Air Handler Unit in Office</p> <p>1-Titan Make Up Air in Center Shop</p> <p>2-Advanced Tube Heaters</p> <p>1-Exhaust Fan in Shop</p> <p>3-Exhaust Fans in Center Shop</p> <p>1-Exhaust Fan in Locker Room</p>

CITY LOCATIONS
<b>Water Utilities – Tudor Road Pumping Station, 1751 Tudor Road</b> 6 - Rooftop Units
<b>Water Utilities – South Terminal, 3199 SW Ward Road</b> 6 -Unit Heaters (Hanging) 1-Carrier Condensing Unit, MN: 38CKC018330
<b>Fire Headquarters, 207 SE Douglas</b> 1-Carrier RTU w/gas fired heat, Model 482LLA035C-A500CB - Carrier Energy Mgmt. System (3 Floors) 3-Lennox Split System Units, SS#1 (Twin Furnace) Outside unit MN: TSA090S4SN1Y, SN: 5617C12404 Air Handler MN: C35-60D-6F-1/C35-60D-6F-1, SN: 6017B19419/6017B19416 SS#2 Outside unit MN: TSA048S4N44Y, SN: 5817F09577 Air Handler MN: C35-60D-6F-1, SN: 6017B19418 SS#3 Outside unit MN: TSA036S4N44Y, SN: 5816M03502 Air Handler MN: CX34-36C-6F-2, SN: 6016L22579 4-Infrasave Tube Heaters, ALL same MN: ITB-FB 130N, SN: SNU170920001, SN: SNU170814046, SN: SNU170814042, SN: SNU170814043
<b>Fire Station #2, 2000 NE Rice Rd.</b> 5-Lennox Split System Units, Unit #1 Outside MN: 14HPX-024-230-11, SN: 1910A13099 Air Handler MN: CX34-36B-6F-2, SN: 6010K05838 Unit #2 Outside MN: 14HPX-060-230-18, SN: 1913K18108 Air Handler MN: CX34-62C-6F-1, SN: 6010K21521 Unit #3 Outside MN: 14HPX-024-230-11, SN: 1910A13082 Air Handler MN: CX34-36B-6F-2, SN: 6010K05832 Unit #4 Outside MN: 14HPX-024-230-11, SN: 1910D03766 Air Handler MN: CX34-36B-6F-2, SN: 6010K05839 Unit #5 Outside MN: 14HPX-024-230-11, SN: 1910A13079 Air Handler MN: CX34-36B-6F-2, SN: 6010K05825 4-Reverver-ray Bay heaters, ALL same MN: Reverver-ray DX3-30-60N, SN: 1010RWEN1133340001, 02, 03, 04
<b>Fire Station #3, 210 S. W. Pryor</b> 1 – Lennox RTU, Model GCS20-036-75-6Y SN: 5602F06177 1 – Lennox Unit Heater, Model LF24-15A 5 SN: 56001M02515
<b>Fire Station #4, 414 N. W. Woods Chapel Road</b> 2-Lennox Roof top units, RTU#1 MN: LGA036H2BS2Y, SN: 5607K00839 RTU#2 MN: LGA036H2BS2Y, SN: 5607K09770 1-Lennox Bay heater, MN: LF24-145A-5, SN: 5617F05109
<b>Fire Station #5, 3650 S.W. Windemere</b> 2-Lennox Roof top units, RTU#1 MN: LGA036H2BS2Y, SN: 5606H09643 RTU#2 MN: LGA036H2BS2Y, SN: 5606H09642 2-Lennox Bay heater, MN: PD-100AE0130, SN: 39011010805-9115 MN: LF3-110C-2, SN: 5879M1143
<b>Fire Station #6, 101 N E Blackwell</b> 4-Lennox Roof top units, RTU#1 MN: GCS20-513-75-2Y, SN: 5697E07142 RTU#2 MN: GCS20-653-75-2Y, SN: 5697F02807 RTU#3 MN: GCS20-653-75-2Y, SN: 5697F02806 RTU#4 MN: GCS20-653-75-2Y, SN: 5697F02808 2-Solaronics Bay heaters, All MN: ST-125-40/50N, SN: ST-97-3070, SN: ST-97-3069



**Fire Station #7, 2150 S.W. Scherer Rd.**

5-Lennox Split Systems, Unit#1 Outside MN: XC13-060-230-1, SN: 5806H55679  
 Air Handler MN: CR33-50/60C-F, SN: T13C02112  
 Unit#2 Outside MN: XC13-036-230-1, SN: 5806H73639  
 Air Handler MN: CR33-48B-F, SN: D06H06221  
 Unit#3 Outside MN: XC13-060-230-1, SN: 5806H55687  
 Air Handler MN: CR33-60D-F, SN: D06E01727  
 Unit#4 Outside MN: XC13-030-230-02, SN: 5806H65261  
 Air Handler MN: CR33-30/36B-F, SN: D06H08411  
 Unit#5 Outside MN: XC13-048-230-1, SN: 5806H68103  
 Air Handler MN: CX34-49C-6F, SN: 6006G83096

**Historic Museum 220 SW Main St.**

1-Lennox Rooftop Unit#1, MN: KGB060S4BH1Y, SN: 5617L06055  
 1-York Rooftop Unit#2, MN: D8CG060N09925B, SN: NOD8750397  
 3-Lennox Split Systems, Outside Unit #1 MN: 14ACXS036-230A20 SN: 1917J14891  
 Air Handler MN: CX35-50/60C-6F-1, SN: 6017K06376  
 Outside Unit #2 MN: 14ACX-047-230-04, SN: 1917G20572  
 Air Handler MN: CX35-60C-6F-1, SN: 6017K13758  
 Outside Unit #3 MN: HS29-211-2P, SN: 5896G48044  
 Air Handler MN: CB30M-21/26-1P, SN: 5896J46297

**Park Construction & Operations Center, 1801A NE Coneflower Drive (east on Coneflower off of Blackwell Parkway)**

Heil heat pump MN: # HHP436AKC2  
 Heil heat pump MN: # HHP424AKC2  
 2 - Freedom Air handlers/electric furnace MN: # AHX3600A1  
 Munchkin gas fired boiler for radiant heat MN: # 199AMSME

**Hartman Park, 1 Concession Building, 700 SW Pryor Road**

Roof-mounted condenser with hotel-style inside condenser and controls mounted in the concession area; make, MN: N/A

**Girls Softball 1 Concession Building, 1201 NE Legacy Park Drive**

1-Carrier MN: 38HDC018341 outside condenser and fan unit with Penn MN: Z1280 ceiling mount evaporator and fan unit  
 1-Lennox MN 14ACX-060-230-15 Outside Unit  
 1-Air Handler in Attic

**Boy's Baseball-1 Concession Buildings, 1401 NE Legacy Park Drive**

1-Carrier MN: 38HDC018341 outside condenser and fan unit Penn MN: Z1280 ceiling mount evaporator and fan unit  
 1-Champion MN: TCD60B41SA, Outside Unit  
 1-Air Handler in Attic

**Boy's Baseball-1 Concession Building, 1301 NE Legacy Park Drive**

1-Champion MN: TCD60B41SA Outside Unit  
 1-Air Handler in Attic

**Lea McKeighan North, 120 NE Chipman Rd**

2-Daikin indoor units

**Legacy Park Community Center, 901 Bluestem Drive**

1-AAON 20 Ton roof unit, MN: RK-20-3-EP- 212:HBOUDA00H00FOX  
 1-AAON 6 Ton roof unit, MN: RK-06-3-E0-222:H00UDA00H00FOX  
 3 - AAON 10 Ton roof units, MN: RK-10-3-E0212:Z00UDA00H00FCX  
 AAON 5 Ton roof unit, MN: RK-05-3-E0-222:H00UDA00H00FOX  
 AAON 16 Ton roof unit, MN: RK-16-3-E0-212:Y00UDA00H00FCX  
 2 - AAON 8 Ton roof units, MN: RK-08-3-E0-12:ZA0UDA00H00FCX  
 2 - AAON 20 Ton roof units, MN: RK-20-3-E0-212:Za0UDA00H00FCX  
 2 - AON 2 Ton roof units, MN: RK-02-3-E0-212:K00UDA00H00FOX  
 1--DRY-O-TRON 1,760,000 BTU/H Pool Dehumidifier, MN: DS-362

**Harris Park Community Center, 110 SW Blue Parkway**

Office, North, Carrier, MN: 48TMMO16 – 511BA, SN: 5007U37304, Refrigerant R-22  
 Gym, Northeast, Johnson Controls/York, MN: J12JN20P2QZZ50001A, 12.5 ton, Refrigerant 410A  
 Gym, Southeast, Johnson Controls/York, MN: J12JN20P2QZZ50001A, as.5 Ton, SN: N1F0993471, Refrigerant 410A  
 Gym, Northwest, Johnson Controls/York, MN: J12JN20P2QZZ50001A, 12.5 Ton, SN: N1F0993472, Refrigerant 410A  
 Gym, Southwest, Johnson Controls/York, MN: J12JN20P2QZZ50001A, 12.5 Ton, SN: N1F0993473, Refrigerant 410A  
 Summit Waves Aquatic Center – Operations Building Office, Carrier MN: 50TM-008-A-601HY, 7.5 Ton, SN #4807G50623, Refrige R-22

**Summit Waves Aquatic Center, 120 SW Blue Pkwy**

Summit Waves Aquatic Center – Operations Building Office, Carrier MN: 50TM-008-A-601HY, 7.5 Ton, SN #4807G50623, Refrige R-22

**Longview Community Center, 3801 SW Longview Rd**

1-Daiken 40 ton roof unit( Locker Rooms), MN:MPS040FG4DVAYYYYa  
 1-Daiken 40 ton roof unit (Lobby), MN:MPS026GG4DVIDYRYB  
 1-Daiken 40 ton roof unit (Track), MN:RPS042DLAS6  
 1-Daiken 10 ton ground unit (gym), MN:RCS140DYyyy  
 1-Daiken 140 ton ground unit (gym) condenser unit, with air handler, MN:RFS140DLAS6  
 1-Engineered Air ground unit (Pool DH), MN:FW906DJE1400  
 1-Engineered Air ground unit (Pool exhaust), MN:FW906DJE1400

**Maintenance/Fleet Facility, 1971 S Hamblen Rd**

3-McQuay Air Handling Units, AHU#1 – 60 ton (electric heat), MN: ACR060AS27-ER10, SN: STNU020700130  
     AHU#2 – Electric Heat only, MN: E736894030, SN: FBOU020600976  
     AHU#3 – Electric Heat only, MN: E736894040, SN: FBOU020600977  
 2-DATA Air DX Units, DX#1 – MN: DATA - Aire - DT-AU-0334, SN: 2002-2029-B  
     DX#2 – MN: DATA - Aire - DAMA-0112-P, SN: 2002-2031-B

**4.0 PRICING:**

**NOTE:** If hours billed begin to result in discrepancy, the City reserves the right to have the awarded Contractor log in and out on a time sheet to ensure correct invoicing occurs. Any Prevailing Wage work performed under a Contract if awarded shall be AWO 26. In the event of needed repairs or additional maintenance services, the awarded contractor will provide service using the hourly labor rates listed below and provide a work estimate as required. If on call maintenance and/or repair is requested, the Contractor shall supply filters, fuses, lubrication oil, compressor oil, belts, Freon for AC units, and other parts, involved with preventive maintenance, as needed. This does not include major components.

4.1	State the percentage that will be added to your cost for Materials used for New Installation:	_____ % Percentage added to cost
4.2	State the percentage that will be added to your cost for Materials used for Repair & Maintenance:	_____ % Percentage added to cost

**NOTE:** PLEASE REFER TO SECTION 2.6.3 REGARDING NUMBER OF TECHNICIANS ON A JOB. THE CITY WILL NOT PAY FOR RENTAL TO THE CONTRACTOR FOR EQUIPMENT, PARTS AND SUPPLIES THAT ARE CUSTOMARILY USED IN THE OPERATION OF THE CONTRACTOR'S BUSINESS.

**NEW WORK/INSTALLATION**

		HOURLY RATE Non-Prevailing Wage (For work UNDER \$75K)	HOURLY RATE Prevailing Wage 26 (For work OVER \$75K)
4.3	Hourly rate for regular service	\$	\$
4.4	Hourly rate for after hour service, if required	\$	\$
4.5	Hourly rate for weekends or holidays, if required	\$	\$
4.6	Hourly rate for emergency service, if required	\$	\$

**REPAIR AND MAINTENANCE**

4.7	Hourly rate for regular service	\$	\$
4.8	Hourly rate for after hour service, if required	\$	\$
4.9	Hourly rate for weekends or holidays, if required	\$	\$
4.10	Hourly rate for emergency service, if required	\$	\$



SERVICE SUPPORT CENTER/HOURS OF SERVICE/CONTACT INFORMATION:	
4.16	Please list the address of the nearest Customer Service/Support Center:
4.17	State hours normal service is available:  _____ a.m. to _____ p.m., _____ days per week
4.18	Emergency service available:  _____ a.m. to _____ p.m., _____ days per week
4.19	State name, telephone number, and email address and phone number for contact person for service calls:  Name: Email: Phone:
4.20	State name, telephone number, and email address for contact person/s for after hours and weekends:  <b>NOTE:</b> This must be a 24 hour a day Contact person(s)  Name: Email: Phone:

**5.0 COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:**

This section is optional, it will not affect bid award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES \_\_\_\_\_ NO \_\_\_\_\_ INITIALS: \_\_\_\_\_

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.





**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. To be considered for award, bidder shall have been in business for a minimum of five (5) years. **NOTE:** If you are currently or have previously done business for the City of Lee's Summit, please do not include the City as one of your below references.

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: _____	
<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: _____	



OWNER: CITY OF LEE'S SUMMIT, MISSOURI  
PROJECT NAME: HVAC Services  
BID NO: 2019-076

## LIST OF SUBCONTRACTORS

1. To enable the City to evaluate the Bidder's qualifications to perform the Work as provided in the Specific Requirements of the Bid the Bidder shall nominate each Subcontractor to whom the Bidder intends to award a Sub-agreement (a) exceeding the percentage of the Bidder's Base Bid stipulated in the Instructions to Bidders, or (b) to comply with the licensing requirements imposed by the City of Lee's Summit's Codes or any Public Governmental Entity deemed to have jurisdiction. If the Bidder intends to self-perform a classification of Work for which a specialty license or certificate is required, the Bidder shall nominate itself in the spaces provided for that purpose and furnish their license or certificate number(s) for that classification. For each nominated Subcontractor, the Bidder shall identify the nominated Subcontractor's work to be performed, subcontractor name, address, license/certificate number, telephone number and percentage of base bid, the Subcontractor will perform.
2. Failure by the Bidder to identify a nominated Subcontractor or nominate the Bidder itself within two (2) Business Days after the date of the Bid opening may render the Bid as non-compliant in respect to the requirements of the Bidding Document in the **Owner's** sole discretion. The requirement to make a definite nomination of Subcontractors or to state that the Bidder intends to self-perform that classification and to clarify any omissions or ambiguities in the List of Subcontractors, applies to the Apparent Low Bidder and any other Bidder wishing to remain in contention for the award.
3. The Bidder hereby agrees not to remove, replace, or add a nominated Subcontractor after the period allowed in paragraph 2 or during the course of the contract except for good cause shown as determined solely by the **City**.
4. This listing requirement does not create any express or implied duty or obligation to the Bidder or nominated Subcontractors by the City.

WORK TO BE PERFORMED:	SUBCONTRACTOR NAME & ADDRESS:	LICENSE/CERTIFICATE NUMBER(s):	CONTACT NUMBER:	% OF BASE BID
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

**INSURANCE REQUIREMENTS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

**1. General.**

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.
- G. Waiver. All policies, except for Professional Liability, and Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all subcontractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement 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.
- K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with

acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

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

## 2. Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services

under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

Contractor further understands and agrees that Contractor's employees, agents, subcontractors, and directors (referred to in this paragraph as "Employees"), are not serving as employees of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. Contractor acknowledges and agrees that any injury its Employees sustain in the performance of this Contract will be not be eligible for industrial benefits from the City and any necessary treatment will be Contractor's, or Contractor's insurer's, sole responsibility. Should Contractor's insurer attempt to subrogate a Workers' Compensation claim against the City, including the City's employees, director, or agents, Contractor shall defend, indemnify, and hold harmless the City and the City's employees, director, or agents for, from, and against any and all claims, liabilities, demands, damages, losses, and expenses, including attorneys' fees and litigation expenses, arising out of such subrogation efforts.

**3. Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

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**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:

- (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 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.** To the fullest extent allowable by law, 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 (collectively "Indemnitee"), for, from and against any and all claims, demands, damages, losses, fines, judgments, or liabilities, including costs, expenses, and attorneys' fees (collectively "Claims") to which Indemnitee may become subject, under any theory of liability whatsoever, incurred in the defense of such Claims, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Contractor, and arising out of Contractor's performance or non-performance under this contract. The obligations under this indemnification provision shall also apply to any and all any intentional, reckless, or negligent acts, mistakes, directives, errors, or omissions of Contractor's agents, directors, officers, employees, volunteers, contractors, whether employed directly or indirectly by Contractor, and any other person for which Contractor may be legally liable.
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.
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 an 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.
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

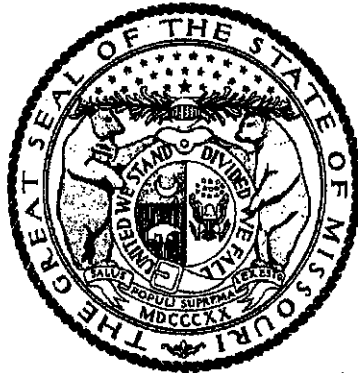
necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act 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.

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 26

Section 048  
**JACKSON COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$64.53
Boilermaker		\$67.29
Bricklayer		\$55.57
Carpenter		\$55.90
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$50.61
Plasterer		
Communications Technician		\$57.27
Electrician (Inside Wireman)		\$61.61
Electrician Outside Lineman		\$65.19
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$32.01*
Glazier		\$53.47
<b>Ironworker</b>		<b>\$62.72</b>
Laborer		\$44.64
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$50.06
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$56.40
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$50.36
<b>Plumber</b>		<b>\$67.77</b>
Pipe Fitter		
Roofer		\$51.99
Sheet Metal Worker		\$65.32
Sprinkler Fitter		\$32.01*
Truck Driver		\$46.29
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for  
JACKSON County

Section 048

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$57.32
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$65.19
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$46.40
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.73
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$46.19
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "overtime work" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

## Packet Information

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**File #:** TMP-1389, **Version:** 1

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An Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri. (F&BC 10-14-2019)

Issue/Request:

An Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

Key Issues:

The City solicited RFP No. 2020-001 for medical services via its' e-bidding service Public Purchase and through the City's website. The advertisement was also sent to three (3) potential vendors from the internal vendor list. 483 potential respondents were notified via Public Purchase, and 76 potential firms reviewed the online documents for RFP 2020-001.

Upon close of the RFP, Friday, August 30, 2019, the Procurement and Contract Services Division received two (2) responses. The Evaluation Committee reviewed and scored the proposals received. The overall Proposal Composite Score-Sheet is attached.

Proposed Committee Motion:

I move to recommend to City Council approval of an Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

Proposed City Council Motion:

FIRST MOTION: I move for second reading of an Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

SECOND MOTION: I move for adoption of an Ordinance approving the award of RFP No. 2020-001 for medical services to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers for an amount not to exceed \$150,000.00, and authorizing the City Manager to execute agreement for the same by and on behalf of the City of Lee's Summit, Missouri.

Background:

Required medical services include physicals; drug screens; vaccinations; and testing. In Fiscal Year 2018-2019,



the City spent \$90,238.00 with CareNow (Contract 2019-009).

Required medical services also includes workers compensation claims paid to Caduceus USA in the amount of \$26,000.

Impact/Analysis:

Anita Dickey, Director of Human Resources

**BILL NO. 2020-001**

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AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2020-001 FOR MEDICAL SERVICES TO OCCUPATIONAL HEALTH CENTERS OF KANSAS, P.A. DBA CONCENTRA MEDICAL CENTERS FOR AN AMOUNT NOT TO EXCEED \$150,000.00, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "City") needs a medical provider to provide required medical services for City employees such as physical, drug screens, and testing; and,

WHEREAS, the Procurement and Contract Services Division solicited RFP No. 2020-001 for medical services via its e-bidding service. Public Purchase; and,

WHEREAS, of the proposals received, Occupational Health Centers of Kansas, P.A. dba Concentra Medical Center was the top ranked firm by the evaluation committed; and,

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby authorizes the award of RFP No. 2020-001 to Occupational Health Centers of Kansas, P.A. dba Concentra Medical Center ("Concentra Medical Center").

SECTION 2. The City Council hereby approves and authorizes the City Manager, by and behalf of the City of Lee's Summit, Missouri, to execute an agreement by and between the City and Concentra Medical Center, attached hereto as Exhibit A and made a part hereof by reference, for medical services for an amount not to exceed \$150,000.00.

SECTION 3. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 4. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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*Mayor William A. Baird*

ATTEST:

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**BILL NO. 2020-001**

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City Clerk, *Trisha Fowler Arcuri*

APPROVED by the Mayor of said City this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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Mayor *William A. Baird*

ATTEST:

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City Clerk, *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

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City Attorney, *Brian W. Head*

**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT  
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063  
816-969-1087 Phone 816-969-1081 Fax  
[deedee.tschirhart@cityofls.net](mailto:deedee.tschirhart@cityofls.net)

**TITLE-SIGNATURE PAGE**

**REQUEST FOR PROPOSAL NO. 2020-001**

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

**MEDICAL SERVICES  
IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF 10:00 AM LOCAL TIME ON AUGUST 30, 2019**

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

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(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.**

Occupational Health Centers of Kansas, P.A. dba  
Concentra Medical Centers

Company Name  
19000 E. Eastland Ctr Ct, Ste 200

Address  
Independence, MO 64055-7023

City/State/Zip  
816.478.9299 816.478.6526

Telephone # Fax #

[michele\\_kessner@concentra.com](mailto:michele_kessner@concentra.com)  
E-mail

Art Ziporin, MD

Authorized Person (Print)

Signature 

President, Treasurer and Corporate Secretary

Title

Date August 30, 2019

Tax ID # 47-2063864

Date

Tax ID #

C Corporation

Entity Type

**ENCLOSURE III**  
**TABLE OF CONTENTS**

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	Title-Signature Page	Page 1
B.	Table of Contents: Submit this page with page numbers provided.	Page 2
C.	Letter of Transmittal: <a href="#">Submitted as three pages.</a> Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	Addenda (if applicable): <a href="#">NO ADDENDUMS AS OF Wednesday, August 28, 2019.</a> The respondent must sign and return all numbered addenda with submitted proposal.	Attachment
E.	Provider Profile: Form 1 provided	Page 6
F.	List of Outside Key Consultants/Associates or Agencies that will be Used for The City's Service: Form 2 provided	Page 7
G.	References: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page 8-10
H.	Resumes: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page 11-15
I.	Project Approach: Form 5 provided (This form must be signed and dated).	Page 16-39
J.	Cost: Form 6A	Page 40-41
K.	Affidavit, Work Authorization - Form provided (This form must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000)).	Page 42-44
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000))	Page 45-69

August 30, 2019

DeeDee Tschirhart, Senior Procurement Officer  
City of Lee's Summit  
200 SE Green Street  
Lee's Summit, MO 64063

RE: Medical Services, RFP #2020-001

Concentra is pleased to present to City of Lee's Summit (the City) our proposal to provide Medical Services, which adheres to all specifications and includes all relevant attachments.

Our national footprint, strong infrastructure, health care expertise, and commitment to service excellence provide tangible benefits for the City – supporting you in your efforts to meet your program objectives. Notably, our 2018 acquisition of U.S. HealthWorks, a national occupational health provider, increased our footprint to more than 530 centers in the United States and brought additional occupational health expertise and clinicians to Concentra.

Concentra draws from a pool of experienced professionals to serve our clients' needs. We assign an initial point of contact during the procurement and contracting phases and designate operational resources to provide ongoing account management and program support. The operations director will monitor contract deliverables and program expectations to help ensure we achieve successful outcomes that effectively meet the program objectives. In addition, the account management team will help ensure the services rendered under the contract remain compliant with all applicable local, state, and federal regulations.

Should you have any questions or concerns regarding our response, please contact [Travis Bowman](#), *Field Account Executive*, via phone: 913.894.6664 or by email: [travis\\_bowman@concentra.com](mailto:travis_bowman@concentra.com).

Concentra affirms that:

- All information contained herein is current, complete, accurate, and remains valid for 180 days following the due date, August 30, 2019
- The City anticipates a contract term of One year with the option for four (4) additional one-year renewal periods

## Understanding of the City's Requirements

Concentra acknowledges that the City desires medical services consisting of a minimum of the following:

- Post-Offer Physicals
- Drug Screens
  - ✓ Post-Accident
  - ✓ Post-Injury
  - ✓ Reasonable Suspicion
- Annual Random DOT Drug Screens and Breath Alcohol Tests
- Blood Alcohol
- Various Vaccinations
- Reporting



- Job/task analysis for physical demands and ADA compliance
- Development of customized physicals to match specific job demands
- Indoor air quality sampling, assessment and recommendations
- Health/wellness and/or safety-related training sessions
- Fire Department Physicals
- Police Department Physicals

## Concentra's Solution

Concentra has extensive experience performing the requested services and we are confident our expertise and best practices approach to medical services make us the right company to assist the City in meeting its program objectives.

Concentra will successfully perform the requested scope of services proficiently and in the most cost-effective manner through our extensive network of Missouri medical centers, our skilled clinicians and account management team staff, and our operational efficiency.

Concentra assures the City that we will:

- Leverage our decades of experience and use company best practices that are compliant with the Department of Transportation (DOT), Occupational Safety and Health Administration (OSHA) and other regulated examinations
- Maintain policies and procedures to ensure ongoing compliance with standard regulating bodies, including the Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the National Fire Protection Association (NFPA), police officer standards, and many others
- Conduct drug screenings in accordance with DOT standard, 49 CFR Part 40
- Utilize a SAMHSA-certified, College of American Pathologists-Forensic Drug Testing (CAP-FDT) accredited, Clinical Laboratory Improvement Amendments (CLIA)-certified laboratory for specimen analysis
- Utilize our **Independence** medical center as the main service site
- Employ only properly certified and trained staff to perform the scope of work
- Assign a designated team of qualified professionals to oversee the City's program and ensure continued compliance
- Document patient visits and generate meaningful reports
- Maintain records securely to ensure confidentiality of personal health information in accordance with the guidelines outlined by the Health Insurance Portability and Accountability Act (HIPAA)

*We have the experience and resources, and qualified personnel, and are readily able to serve the City efficiently and professionally.*



Concentra values the City's consideration of our response. We are confident that after you review our experience, capabilities, geographic footprint, and account management strategy, Concentra will emerge as the ideal partner for the requested services. We look forward to the opportunity to serve as the preferred Medical Services partner with City of Lee's Summit and its employees.

Respectfully submitted,

Art Ziporin, MD

President, Treasurer and Corporate Secretary

Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers



**FORM NO. 1: PROVIDER PROFILE**

1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:  
Occupational Health Centers of Kansas, P.A. dba Concentra Medical Centers  
  
19000 E. Eastland Ctr Ct, Ste 200, Independence, MO 64055-7023
- 1a. Firm/Provider is:  National  Regional  Local
- 1b. Year Firm/Provider Established: 1979  
Years of Experience providing Medical Services: 40
- 1c. Licensed to do business in the State of Missouri:  Yes  No
- 1d. Name, title, telephone number and email address of Principal to contact:  
Michele Kessner, Center Operations Director  
P: 816.241.0603 E: michele\_kessner@concentra.com
- 1e. Address of office to perform work, if different from Item No. 1:  
Same as No. 1
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:  
Clinicians - 3, Therapy - 2, Medical Assistants, Operations/admin and Nurses - 10
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: Subcontractors:
  - Concentra Medical Compliance Administration (CMCA) will be utilized for the City's random drug testing services.
  - Guardian will be utilized for the City's after hours drug testing services.
  
- 3a. Has this Joint Venture previously worked together?  Yes  No NA

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**FORM NO. 2: KEY OUTSIDE CONSULANTS**

Each respondent must complete this form for all proposed subcontractors.

**SUBCONTRACTOR #1**

Name & Address CMCA Concentra Medical Compliance Administration

118 Portsmouth Avenue, Suite B202, Stratham NH 03885

1-800-775-5447

Specialty / Role with this Project: Random drug and breath alcohol annual random pool

Worked with Lead Firm Before: YES

Year Firm Established: 1979

Years of Experience providing Medical Services - 40 years

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

**SUBCONTRACTOR #2**

Name & Address Guardian

PO Box 219241, Kansas City MO 64121

1-800-582-8807

Specialty / Role with this Project: After hours drug and alcohol testing services

Worked with Lead Firm Before: YES

Year Firm Established: 1978

Years of Experience providing Medical Services 41 years

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

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**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Kansas City MO Occupational Health

Completion Date (Actual or Estimated): Ongoing

Project Owners Name & Address: City of Kansas City, Missouri, 414 E 12th St, KCMO 64106

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Michael Smith, Assistant City Administrator, 816.513.1908,

[Michael.smith@kcmo.org](mailto:Michael.smith@kcmo.org)

Estimated Cost (in Thousands) for Entire Project: \$ n/a

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ n/a

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide physicals, drug screens, and injury care to employees of the City.

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible). Performed several dozen physicals, drug screens, and medical treatment to injured employees.

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:  
Travis Bowman, Lisa Luke, Nathan Buster

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**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of Independence, MO Occupational Health

Completion Date (Actual or Estimated): ongoing

Project Owners Name & Address: City of Independence, 111 E Maple Ave, Independence MO 64050

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Melissa Balino, Director of Human Resources, 816-325-7386,

[mbalino@indepmo.org](mailto:mbalino@indepmo.org)

Estimated Cost (in Thousands) for Entire Project: \$ n/a

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ n/a

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide physicals, drug screens, and injury care to employees of the City.

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible). Performed several dozen physicals, drug screens, and medical treatment to injured employees.

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:  
Travis Bowman, Lisa Luke, Michele Kessner

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**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location: City of St Joseph, MO Occupational Health

Completion Date (Actual or Estimated): ongoing

Project Owners Name & Address: City of St. Joseph, MO, 1100 Frederick Ave, St Joseph MO 64501

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Laurie Thompson, Risk Manager, 816.271.4671, [lthompson@stjoemo.org](mailto:lthompson@stjoemo.org)

Estimated Cost (in Thousands) for Entire Project: \$ n/a

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ \_\_\_\_\_ n/a

Scope of Entire Project: (Please give quantitative indications wherever possible). Provide physicals, drug screens, and injury care to employees of the City.

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible). Performed several dozen physicals, drug screens, and medical treatment to injured employees.

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:  
Lisa Luke

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**FORM NO. 4: RESUME OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Michele Kessner, Center Operations Director
- b. Project Assignment: Center Operations Director/Main contact
- c. Name of Consultant Firm with which associated: Concentra
- d. Years Experience: 24  
With this firm \_\_\_\_6Other firms 18\_\_
- e. Education: Degree(s)/Year/Specialization: High School diploma/clinical testing certificaions
- f. Current Registration(s): NA

Other Experience & Qualifications relevant to the proposed project: Years of experience working in labs, medical field and specializing in occupational health/oversees an occupational health onsite. Great Supervision Class – 3 day course

SkillPath Seminar – Dealing With Negative Attitudes in the Workplace

ICD9 Translation Class – Certified ICD9 translator Customer Service Training

Certified Forensic Urine Drug Screen Collector

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**FORM NO. 4: RESUME OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Dorothy Jennings, DO, Center Medical Director
- b. Project Assignment: Center Medical Director for clients
- c. Name of Consultant Firm with which associated: Concentra
- d. Years Experience: 46 years  
With this firm 2 Other firms 44
- e. Education: Degree(s)/Year/Specialization:
  - 1969-1973  
Alverno College: BA degree with Biology Major, Chemistry Minor
  
  - 9/1975-10/1978  
College of Osteopathic Medicine and Surgery
  
  - 11/1978-11/1979  
Rotating Internship - Northwest General Hospital
  
  - 1983  
Passed Flex
- f. Current Registration(s): Medical licenses in Kansas, Missouri, Wisconsin and Nebraska; DEA; NPI; BLS; ACLS; ATLS; PALS, National Registry for DOT
- g. Other Experience & Qualifications relevant to the proposed project:
  - Provided Emergency Room coverage for combined 20 years service
  - Deputy Coroner, 15th Kansas District 1996-2001
  - Director of Women's Care Colposcopy Clinic, Sherman County Health Dept 1995-2001
  - Member of American Osteopathic Association

**FORM NO. 4: RESUME OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Christy Boeckman, PT, DPT, Center Therapy Director
- b. Project Assignment: Center Therapy Director for clients
- c. Name of Consultant Firm with which associated: Concentra
- d. Years Experience: 15 years  
With this firm 9 Other firms 6
- e. Education: Degree(s)/Year/Specialization:
  - Doctorate in Physical Therapy (February 2016 - September 2017) Rosalind Franklin University
  - M.S. Physical Therapy (June 2002 - May 2004) University of Kansas Medical Center
  - B.S. Kinesiology (August 1997 - May 2002) Kansas State University
- f. Current Registration(s):
  - Completed Manual Therapy Certification in 2013 through the Manual Therapy Institute in Detroit, Michigan.
  - Completed my Doctorate in Physical Therapy in 2017 through Rosaline Franklin University in Chicago, Illinois.
  - Completed Concussion Certification program in 2019 via the American Institute of Balance in Largo, Florida.
  - Completed Vestibular Rehabilitation certification in 2007 at Emory University in Atlanta, Georgia.
- g. Other Experience & Qualifications relevant to the proposed project:
  - Organized our local Concentra team for the Susan G. Komen "Walk for the Cure" for 5 years.
  - Attended the APTA Diversity Conference in October 2014 and sat with the Northwestern University faculty as their honored guest due to work as Concentra's Zone CCCE for the student program.
  - Participated/coached the women's volleyball team for Truman Medical Center in the Corporate Challenge.
  - Currently coach recreational league 5th/6th grade volleyball along with playing in a women's league as well.
  - My family regularly volunteers at the St. Mary's Food Kitchen to teach our children to be servants of the community.



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**FORM NO. 4: RESUME OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Renee Fortin, Center Operations Director
- b. Project Assignment: CMCA/part of Concentra
- c. Name of Consultant Firm with which associated: CMCA random program
- d. Years Experience: 3 years  
With this firm 3 Other firms \_\_\_\_\_
- e. Education: Degree(s)/Year/Specialization: Operations Director
- f. Current Registration(s): Drug and alcohol certifications
- g. Other Experience & Qualifications relevant to the proposed project: Experience managing random programs

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**FORM NO. 4: RESUME OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title: Rene' Reese, Supervisor
- b. Project Assignment: Guardian after hours testing
- c. Name of Consultant Firm with which associated: Guardian
- d. Years Experience: NA  
With this firm \_\_\_\_ Other firms \_\_\_\_
- e. Education: Degree(s)/Year/Specialization: Drug and alcohol testing
- f. Current Registration(s): NA
- g. Other Experience & Qualifications relevant to the proposed project:  
Oversees after hours testing for Guardian

**FORM NO. 5: PROJECT NARRATIVE**

Use this space to provide a detailed project approach including but not limited to:

- **Project schedule and detailed approach is reasonable/responsive to City's needs**

**Implementation Plan**

Concentra's facilities, resources, and processes are in place and fully operational at all the locations listed for the City's use; we stand ready on Day One upon award of a contract to serve the City's needs.


**Approach to Performing the Scope of Work**

In the following section, we provide service descriptions for providing the City's requested scope of work. While these service descriptions highlight our standard approach, we have the expertise and resource to render all services per the City's specifications and in full compliance with all applicable regulatory requirements.

**Primary Service Site**


Concentra proposes that our center closest to the City, the *Independence* center, serve as the primary site for employees to obtain medical services. Conveniently located the Independence facility maintains the essential staffing resources, required equipment, and licensed and credentialed clinicians to perform medical services.

The following table identifies the Independence medical center address, hours of operation, and contact information.

<b>Concentra Medical Center Independence</b>		
	<b>Address</b>	<b>Contact Information</b>
	19000 E. Eastland Ct. Ct Ste 200 Independence, MO 64055	T 816.478.9299 ♦ F 816.478.6526 <b>Hours of Operation:</b> 8:00 a.m. – 5:00 p.m. (Mon.-Fri.)

**Additional Service Site**

While the Independence center is fully capable of providing all required services in one location, Concentra's Grandview location is available as convenience necessitates. In the following table, we provide the address, hours of operation, and contact information for the Grandview center, which also has the necessary equipment and employees for the City's requested scope of work.

<b>Concentra Medical Center – [additional center name]</b>		
	<b>Address</b>	<b>Contact Information</b>
	12220A South Blue Ridge Blvd. Grandview, MO 64030	T 816.763.1755 ♦ F 816.763.1855 <b>Hours of Operation</b> 8:00 am - 5:00 pm (Mon. - Fri.)

**Post-Offer Physical Examinations**

Concentra realizes that any medical examination must be "job-related and consistent with business necessity" (29 CFR 1630.14(b)). Pre-placement/post-offer physical examinations help ensure employees or prospective employees do not have a medical condition that:

- Prevents safe performance of the essential job duties
- Can be exacerbated by the job duties

- Affects the safety of the employee, co-workers, or others in the workplace

Concentra would provide physical examinations according to the City's requirements and consistent with evidence-based medical standards and regulatory requirements. It is customary for the standard examination to include the following components:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>▪ Medical history</li> <li>▪ Occupational history</li> <li>▪ Vital signs</li> <li>▪ Vision acuity (far distance)</li> <li>▪ Examination of head, eyes, ears, nose, throat</li> <li>▪ Evaluation of the cardiovascular system</li> <li>▪ Evaluation of the respiratory system</li> </ul> | <ul style="list-style-type: none"> <li>▪ Gastrointestinal examination</li> <li>▪ Musculoskeletal examination</li> <li>▪ Neurological evaluation</li> <li>▪ Skin and lymphatic examination</li> <li>▪ Result to employer regarding fitness for duty with or without accommodation/restrictions</li> </ul> |
|--|--|

We would also perform other ancillary testing as requested and/or indicated, upon the City's approval and consistent with evidence-based medical standards and regulatory requirements.

### Ergonomic Services

The City has identified ergonomics as a key factor in the health and safety program of the organization. Concentra knows effective ergonomic programs can benefit employee health and we offer several types of ergonomic services. For the City, we recommend a program that combines evaluation with analysis. Following is a brief overview of our program components:

- **Ergonomic Education** – An ergonomic training session, usually an hour long, tailored to address supervisors, employees, or both. Prior to the session, an ergonomic specialist tours the workplace to develop an appropriate program.
- **Ergonomic Evaluation** – A more comprehensive service that provides written recommendations to help minimize risk factors and prevent injuries and disorders that result from the overuse of muscles, poor posture, and repetitive movements.
- **Ergonomic Analysis** – The most in-depth ergonomic service Concentra provides; an ergonomic analysis would be performed if the City requests the development of a custom workstation or other ergonomic solution for an employee.

Concentra would appreciate the opportunity to discuss the implementation of an effective workplace ergonomic program with the City. We believe we could develop a program that provides numerous benefits, including improved productivity, reduced absenteeism, and lower health care costs.

## ADapt<sup>®</sup>

### Overview

Concentra developed ADapt<sup>®</sup>, a pre-placement and return-to-work process, in response to our clients' needs to make objective employment decisions, retain healthy and physically adept employees, and maintain compliance with the Americans with Disabilities Act (ADA).

The ADA does not prevent employers from obtaining medical and related information necessary to evaluate the ability of an applicant or employee to perform essential job functions or to promote health and safety on the job. However, to protect individuals with disabilities from employment actions based on information that is *not job-related and consistent with business necessity*, the ADA imposes specific obligations on the employer at the following three stages of the employment process:

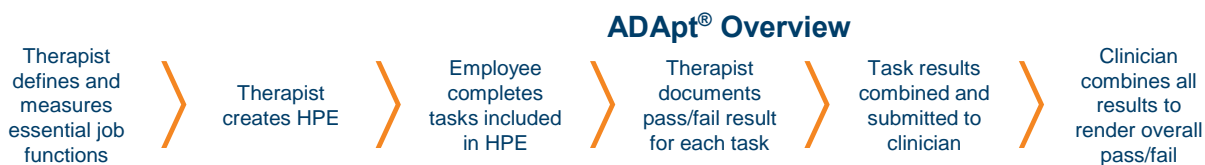
- Prior to making a job offer, an employer may not make any medical inquiry or conduct any medical examination.
- Following a job offer, an employer may make unrestricted medical inquiries, but may not refuse to hire an individual with a disability based on results of such inquiries, unless the reason for rejection is job-related and justified by business necessity.
- After employment, any medical examination or inquiry required of an employee must be job-related and justified by business necessity; exceptions are voluntary examinations conducted as part of employee health programs and examinations required by other federal laws.

Challenges of ADA compliance for the employer and occupational medicine provider include:

- The essential functions of each job must be determined.
- Any examination performed to provide recommendations regarding employment must be job-related and consistent with business necessity.
- All recommendations and resulting employment decisions must be consistent for all job applicants.
- The confidentiality of medical information must be maintained.

The ADApt program:

- Ensures the pre-placement medical examination tests for the essential job functions
- Provides documentation of readiness of an applicant being placed in the appropriate job (and/or an injured employee being able to return to work)
- Furnishes the medical provider and employer with definitive information regarding essential functions of each job with measured criteria
- Assists in the reduction of workers' compensation costs by identifying employees who can safely perform the essential functions of the job



*Together, the human performance evaluation (HPE) and medical exam allow the clinician to determine a person's ability to perform essential job functions, which is critical to the client when making objective employment decisions.*

ADApt consists of the following components:

Component	Purpose
<b>Job-site Evaluation</b>	Assist the employer in defining the physical abilities necessary to perform essential functions of specific jobs
<b>Pre-placement/ Return-to-work Evaluation</b>	Correlate the worksite evaluation information with a clinical evaluation that is "job-related and consistent with business necessity"  This evaluation allows the employer to medically determine a person's ability to perform the essential job functions and objectively assess risk or direct threat
<b>Education and Installation</b>	Establish the ADApt compliance program for the employer
<b>Analysis and Compliance</b>	Provide the employer with the necessary consistency of employment actions resulting from medical recommendations and ensure confidentiality of medical information

### Job-site Evaluation

When performing the job-site evaluation, the physical therapist:

- Defines the physical abilities necessary to perform essential functions of the job with the client supervisor
- Measures all physical abilities necessary to perform essential functions of the job
- Verifies with employees that the functions are essential
- Submits the job-site evaluation to the client supervisor for confirmation

The job-site evaluation results in the following:

Task Description	Human Performance Evaluation (HPE)
<p>The task description is a detailed listing of the functional and non-functional requirements and associated tasks involved in job performance. Task descriptions can be created in approximately 14 to 21 days, depending on the volume of jobs to be constructed. Task descriptions are reviewed and approved by client management.</p>	<p>The HPE is the job-related functional test used in the pre-placement or return-to-work exam process. The physical therapist requires seven to 10 days to create the HPE. Testing can commence within one week of the client's approval of the task description.</p>

### Human Performance Evaluation/Job-specific Functional Testing

Following the job-site evaluation, our specialist develops an ADA-compliant, job-specific functional test that we refer to as a human performance evaluation (HPE). The HPE assesses individuals on the ability to perform the essential job functions (EJFs) and can be used for pre-employment and return-to-work testing.

The Concentra physical therapist begins by defining each physically distinguishable task involved in the job (i.e., lifting, carrying, pushing, pulling, etc.), including those tasks that have a definitive starting and ending point, occur with regularity, and require a level of quantifiable physical exertion. For each qualified biomechanical functional requirement, the physical therapist uses a force gauge to measure external weights, starting and ending heights, task frequencies, forces produced or overcome, climbing requirements, and more. This process adheres strictly to evaluation techniques that have a direct correlation to the functional requirements.

#### HPE Components

Once the therapist has measured the EJFs, an HPE is developed to recreate the exact physical demands of the job as measured in the biomechanical evaluation. The job-specific functional test may include assessing any combination of the tasks listed below. However, this is not an all-inclusive list.

- **Lift/Carry:** “Vertically translating” or moving an object from a definitive starting height to a definitive ending height; start/end heights are measured at location of hands
- **Push/Pull:** Total body push/pull; manual or using assistive device (e.g., pallet jack)
- **UE PU/PL:** Upper extremity push/pull; no lower extremity involvement; manual or using assistive device
- **Couple:** True “grip” force required to perform action (e.g., activate power tool)
- **CLIMBL:** Accessing a ladder to perform a job task
- **CLIMBS:** Accessing stairs/steps to perform a job task
- **Walk:** Distance traveled during shift
- **Confined Access (Con Acc):** Dimensions of a space to be accessed (e.g., manhole)
- **Repetitive Posture Assumption (Rep Pos):** To access specified distance from ground
- **Limited Headroom (Lim Hdr):** Dimensions of a space that does not permit standing to perform task
- **Height Tolerance (Ht Tol):** The highest vertical distance from the ground (e.g., putting shingles on a roof)
- **Sit:** Amount of continuous time sitting
- **Stand:** Amount of continuous time standing
- **Vision:** Type of vision required to perform the essential tasks of the job
- **Temperature:** The environmental conditions present while performing the job

#### Validation of Testing Methodology

Our methods of validation and examination techniques follow ADA requirements for pre-employment/post-offer testing and are the most defensible under ADA guidelines. Standard 29 CFR 1630.10 states, “The Uniform Guidelines on Employee Selection Procedures do not apply to the Rehabilitation Act and are similarly

inapplicable to this part.” However, 29 CFR 1630.15 holds the defenses of such screening techniques to the same means as other claims under Title VII. When there is a need for screening techniques to be adapted to a disabled population, Concentra uses techniques that are “job-related and consistent with business necessity,” in accordance with ADA guidelines.

We evaluate tasks that:

- Meet the definition of “essential function”
- Are sufficiently quantifiable to be functionally tested by trained individuals

### ***HPE Testing Process***

The physical therapist instructs the applicant of the goals of each testing service package included in the HPE and allows the applicant to perform one trial of a specific task as he/she deems most appropriate. If the applicant demonstrates poor knowledge of proper body mechanics and lifting technique during the first trial, the physical therapist will instruct the individual by demonstrating good body mechanics and technique prior to proceeding with test.

The test is terminated if the applicant:

- Represents a significant threat or risk to self
- Requests to discontinue for any reason

### ***HPE Results Reporting***

Once the individual has completed the required functional tests, the physical therapist documents the “pass/fail” results and gives them to the clinician. If the individual fails, the physical therapist documents the reason and records observations on the testing form. The clinician combines the medical results with the functional test results to render an overall “pass/fail” result for the individual.

## **Firefighter Physical Examinations**

Concentra conducts comprehensive examinations of firefighters. To begin, we require firefighters to complete a medical history questionnaire, which includes medical, personal, occupational, family, and medication history. A Concentra clinician reviews the questionnaire and performs a thorough physical examination, which focuses on the firefighter’s ability to meet the physical demands required to perform the essential job functions identified by the fire department. The clinician also performs a medical examination to reveal any health conditions that could adversely affect job performance.

Examples of essential functions tested include:

- *Lifting/carrying* – Simulates the height/weight of a fan, jaws of life, chain saw, or portable ladder
- *Pushing/pulling* – Simulates pulling/carrying the hose off the truck to the scene/fire hydrant
- *Upper body push/pull* – Simulates coupling the hoses to the hydrant/truck, using hand tools, and opening doors
- *Climbing* – Simulates accessing the fire ladder to reach victims and climb stairs in structures

In addition, clinicians assess the firefighter for aerobic capacity, muscular strength and flexibility, and cardiovascular endurance. Concentra offers a variety of assessment testing including, but not limited to, the following:

- Body fat composition
- Sit/reach flexibility test
- Maximum muscular upper and lower body strength (hand-grip strength, pushups, curl-up muscle endurance)

*Please note, assessment testing components may not be included if the individual has already passed a physical abilities test. We would also perform other ancillary testing as requested and/or indicated, upon the City’s approval and consistent with evidence-based medical standards and regulatory requirements.*

## Police Officer Physical Examinations

Concentra conducts police officer examinations according to the employing agency's examination requirements. In addition, for identified safety-sensitive positions, Concentra performs a medical history and physical examination designed to detect any of the following outlined conditions that may affect the individual's job function:

- Angina pectoris
- Asthma
- Cancer-metastatic or leukemia
- Cardiac arrhythmias or murmurs
- Cerebral vascular accident
- Chest pains of unknown origin
- Contagious hepatitis
- Contagious tuberculosis
- Chronic respiratory disease
- Diabetes, insulin-dependent or ketosis-prone
- Fixation of major joint
- Hearing
- Herniated lumbar disc
- Hypertension, uncontrolled
- Inguinal hernia
- Liver or renal dysfunction
- Migraine headache
- Myocardial infarction, history of
- Paralysis
- Prosthetic device, e.g., limbs, hearing aid, colostomy
- Recurrent dislocation of a major joint
- Schizophrenia or manic-depressive psychosis
- Scoliosis greater than 15 degrees
- Seizure disorders
- Current substance abuse
- Valvular heart disease, uncorrected
- Vision
- Wasting disease, chronic, such as multiple sclerosis, myasthenia gravis, or amyotrophic lateral sclerosis

The examining physician records the findings of the medical examination on the prescribed form, and indicates whether a limiting medical, physical, or mental circumstance exists – describing how the circumstance affects the officer's ability to perform his/her duties and specifying the type and duration of treatment required. Infectious disease screenings and immunizations are completed, as needed, based on the individual's health history.

*We would also perform other ancillary testing as requested and/or indicated, upon the City's approval and consistent with evidence-based medical standards and regulatory requirements.*

## Clinical Screenings

A range of clinical screening services are offered at Concentra medical centers. We perform screenings on equipment that has been thoroughly examined and calibrated so that results are as timely and accurate as possible. Some services listed below may not be available at all locations, and some offerings may be customized as determined by the employer.

The following table summarizes our clinical screening capabilities:

Concentra's Clinical Screening Capabilities	
Type of Test	Details
Audiometric Screening	<p>All audiometric screening conforms to the Occupational Safety and Health Administration (OSHA) standard 29 CFR 1910.95. We have Council for Accreditation in Occupational Hearing Conservation (CAOHC)-certified technicians to perform the tests, and we will provide all certifications upon request. Concentra's services specific to audiometric screening include:</p> <ul style="list-style-type: none"> <li>▪ Audiometers that pause screening if ambient sound levels temporarily exceed OSHA levels</li> <li>▪ Immediate Standard Threshold Shift (STS) identification and retest capability</li> <li>▪ CAOHC-certified hearing specialists</li> <li>▪ Acoustic Systems audio booth professionally designed and installed in each clinic</li> <li>▪ Daily equipment calibration</li> <li>▪ Microprocessor audiometers</li> </ul> <p>Please note: Concentra cannot test hearing in people who wear hearing aids as this requires specialized equipment. People with hearing aids need to be tested by an audiologist and then submit the results.</p>



### Concentra's Clinical Screening Capabilities

Type of Test	Details
EKG (resting)	Concentra will perform a 12-lead EKG that measures the electrical activity of the heart, read by a center clinician.
Pulmonary Function Testing	A technician performs all pulmonary function testing that allows real-time graphic and numeric data to verify the test validity. Data returns of VC, FEV1, PEFR, FEF 25 percent - 75 percent, and FEV1/FVC are required.
Vision	A trained technician performs a vision test that meets OSHA standards for visual acuity. The technician screens for visual acuity with corrective lenses, lateral and vertical phorias, stereo depth perception, and color discrimination.  For visual acuity testing, we utilize the Snellen chart for distance vision, and the Ishihara book to assess color vision.
Vitals	A trained technician records resting pulse rates and blood pressure using a hospital grade sphygmomanometer and stethoscope. Any person who does not meet normal pulse rate or blood pressure criteria will be re-tested.
X-rays	All posterior-anterior X-rays are performed by registered X-ray technicians and certified B-readers will review selected chest X-rays in accordance with OSHA regulations.

## Vaccination Services and Infectious Disease Screenings

Concentra offers vaccination services and screening/testing for infectious diseases to assist employers in maintaining a healthy workforce. We administer vaccinations and infectious disease screenings per regulatory requirements and recommendations from leading health organizations, including the Occupational Safety and Health Administration (OSHA), Centers for Disease Control and Prevention (CDC), and the World Health Organization (WHO).

### Vaccinations / Immunizations

The following table describes common vaccinations we administer for immunization. It also describes specialty vaccinations, such as those required and/or recommended for a traveling workforce, which are offered at selected Concentra locations.

### Concentra's Vaccinations

Vaccine	Comments
Hepatitis A Vaccine	The hepatitis A vaccine should be offered when a high occupational risk for infection is present (e.g., travel to a developing country or working with hepatitis A in a research laboratory). Consideration may be given to vaccination of employees who work in areas where community-wide outbreaks are occurring, sewage workers, and workforces where state and local health authorities or private employers determine that such vaccination is cost-effective or desired. The hepatitis A vaccine is also indicated for post-exposure prophylaxis.
Hepatitis B Vaccine	OSHA requires the hepatitis B vaccine be offered to employees at risk for bloodborne pathogen (BBP) exposures through contact with blood or other potentially infectious material (OPIM) (e.g., health care personnel, emergency responders, first-aid personnel, correctional officers, laundry workers in hospitals, and morticians). The vaccination must be offered post-exposure if the employee is not already immune. Within 15 days of the completed evaluation, the clinician completes a health care professional's written opinion for the employer indicating whether the hepatitis B vaccine is indicated for an employee and if the employee has received the vaccination. The hepatitis B vaccine is also recommended for many international travelers.  In addition to the three-dose hepatitis B vaccine (Engerix-B or Recombivax), we offer the new hepatitis B vaccine, Heplisav-B, which is a two-dose series over one month, instead of three doses over four to six months.
Hepatitis A and B combined	For individuals who need immunity to both hepatitis A and hepatitis B, Concentra offers the Twinrix vaccine, which is a combined hepatitis A and hepatitis B vaccine.

Concentra's Vaccinations	
Vaccine	Comments
Hepatitis B Immune Globulin (HBIG)	HBIG is recommended after certain exposures to blood or other potentially infectious material (OPIM) if the source is unknown (e.g., needle stick from a sharps container) or is positive for hepatitis B and the exposed employee is not immune.
Influenza Vaccine	The influenza vaccine is recommended annually for all individuals age six months and older as it is the best way to prevent the flu. The flu can significantly affect productivity and increase absenteeism among workers. As appropriate, Concentra discusses with the employer the specifics regarding administering the shots and anticipated volumes.
Japanese Encephalitis Vaccine	The Japanese encephalitis vaccine is recommended for certain travelers to endemic areas of Asia.
Measles, Mumps, Rubella (MMR) Vaccine	Per CDC recommendations, all health care personnel should have presumptive evidence of immunity to measles, mumps, and rubella. Those without presumptive evidence (i.e., documentation of receiving the vaccine or laboratory evidence of disease or immunity) should be vaccinated. Screening bloodwork (titers) prior to vaccination may be cost-effective but is not required. Other indications for MMR vaccine include international travel.
Meningococcal Vaccine	This vaccine is recommended or required for certain international travelers and laboratory personnel who are routinely exposed to meningococcal bacteria. College freshman living in dormitories, military recruits, and people with certain medical conditions are also recommended for vaccination. There are two types of meningitis vaccines: the quadrivalent meningococcal ACWY and the meningitis B vaccine. The latter is not routinely indicated for international travel.
Polio Vaccine	The polio vaccine may be recommended or required for certain international travelers.
Rabies Vaccine	People at high risk of exposure to rabies (e.g., veterinarians, animal handlers, rabies laboratory workers, spelunkers, and rabies biologics production workers) should be offered pre-exposure rabies vaccine. Rabies vaccine is also recommended for pre-exposure for certain international travelers. The rabies vaccine may also be recommended after being bitten or scratched by an animal or otherwise exposed to rabies. In the case of post-exposure, rabies immune globulin (RIG) is also recommended if the person had not completed the rabies vaccine series for pre-exposure.
Tetanus, Diphtheria, Pertussis (Tdap) Vaccine	A one-time dose of Tdap is recommended for all adults and adolescents. The CDC recommends all health care personnel receive a single dose of Tdap as soon as feasible if they have not previously received Tdap, regardless of the time since their most recent Tetanus/diphtheria (Td) vaccination. Tdap is also recommended for women during every pregnancy.
Tetanus/Diphtheria Vaccine	Tetanus booster is recommended for all adults every 10 years. It is often administered after an injury (e.g., abrasion, burn, or laceration) if the individual has not had a tetanus-containing vaccine within 10 years. It is recommended within five years if an individual has a dirty wound or burn.
Typhoid Vaccine	Typhoid vaccine is often recommended for international travelers to the developing world. Typhoid fever is spread by the fecal-oral route, such as ingesting contaminated food or water. There are two forms of the vaccine: an injectable vaccine that lasts for two years and an oral vaccine that lasts for five years.
Varicella (chickenpox) Vaccine	Per CDC recommendations, all health care personnel without evidence of immunity (e.g., written documentation of two doses of vaccine or laboratory evidence of immunity) should be vaccinated. Screening bloodwork (titers) prior to vaccination may be cost-effective but is not required.
Yellow Fever Vaccine	The yellow fever vaccine is recommended or required for certain travelers to Africa and South America. This vaccine can only be administered in a facility where a physician has applied for state authorization. On certain itineraries, an employee may be denied entry if proof of yellow fever vaccine is not presented to local officials.
Other Vaccines	Other vaccinations, including but not limited to vaccines to prevent shingles, human papillomavirus (HPV), cholera, pneumococcal disease, and immune globulin may be administered at Concentra facilities upon request and clinical approval.

## Infectious Disease Screenings

Infectious disease screening includes testing for disease and/or for immunity. The following table describes infectious disease screenings we offer.

<b>Concentra's Infectious Disease Screenings</b>	
<b>Screening</b>	<b>Comments</b>
Hepatitis B Virus	<p>Hepatitis B antibody screening is recommended for health care personnel one to two months after completing a hepatitis B vaccine series to confirm immunity. For new hires who have completed the hepatitis B vaccine series but have no evidence of immunity, an employer may decide to test for vaccine-induced immunity or test after a possible bloodborne pathogens (BBP) exposure. An individual is considered immune once he/she has a positive hepatitis B titer after one month of completing the hepatitis B vaccine series. No further hepatitis B testing is required even if the individual is exposed to hepatitis B because of BBP exposure. According to the CDC, testing for hepatitis B surface antibody on an individual who has not completed the hepatitis B vaccine series should not be performed, as the results could be misleading. Health care personnel who are tested before receiving a documented completion of hepatitis B vaccine series should not be considered immune because a positive hepatitis B titer is a known correlate of protection only when testing follows a documented hepatitis B vaccine series.</p> <p>Testing for hepatitis B disease (hepatitis B surface antigen) may also be indicated in the source person in the event of an exposure to blood or other potentially infectious material (OPIM).</p>
Hepatitis C Virus	<p>Hepatitis C testing is recommended after an employee has an exposure to blood or other potentially infectious material (OPIM). Testing for hepatitis C disease may be also indicated in the source person.</p>
HIV	<p>Testing for HIV is indicated after an employee is exposed to blood or OPIM. Testing is indicated in both the exposed and source person. Some countries require HIV testing for business visas. There are other indications for HIV testing. Concentra offers rapid HIV tests and the newer, fourth-generation HIV test.</p>
Influenza	<p>Testing for influenza as part of an acute care visit could be performed to help guide clinical decisions.</p>
Measles, Mumps, Rubella	<p>Testing for immunity to measles, mumps, and/or rubella is an option instead of vaccination for employees (e.g., health care personnel) when immunity to these diseases is recommended or required and proof of vaccination or disease is not available.</p>
Tuberculosis (TB)	<p>TB is a disease spread through the air from one person to another. It is recommended and/or required that all health care personnel be screened for TB prior to employment and patient interaction. Some health care personnel are recommended or required to be screened for TB annually (varies by state). TB screening may be recommended and/or required for correctional facility workers, first responders, teachers, daycare workers, homeless shelter staff, and others. Employers may choose to screen employees prior to starting employment.</p> <p>Screening for TB can be performed by skin testing or blood test such as the T-spot. A chest X-ray should be performed if the blood or skin test is positive or if there are symptoms consistent with TB disease.</p> <p>Tuberculin Skin Test (TST) – The skin test requires that the employee return in 48-72 hours after its administration to have it read. Two-step skin testing (i.e., administering and reading the TST twice within a three-week period) is recommended for the initial skin testing of adults who will be retested periodically, such as health care workers or nursing home residents.</p> <p>T-Spot (Blood Test) – This blood test is preferred for foreign-born persons who have received the Bacille Calmette-Guérin (BCG) vaccine or employees who may have difficulty returning to have the test read. Two-step testing is not indicated with the blood test. The T-spot is blood work and can only be collected Monday through Thursday. It may take five to seven days to obtain results.</p>
Varicella (chicken pox)	<p>Testing for immunity to varicella is an option instead of vaccination for employees (e.g., health care personnel) when immunity to these diseases are recommended or required and proof of vaccination or disease is not available. For individuals born before 1980, when natural infection provided immunity to most people, checking a varicella titer instead of vaccinating may be cost effective.</p>
Other	<p>Many other tests for infectious diseases are available upon request and clinical approval. This includes tests for screening and treating infectious diseases as part of acute care visits.</p>

## Drug and Alcohol for Post-Offer, Post-Accident, Post-Injury and Reasonable Suspicion

### DOT-Compliant Urine Drug Screens

Concentra conducts urine drug testing in full compliance with Department of Transportation (DOT) rule 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing) and adheres to all Substance Abuse and Mental Health Services Administration (SAMHSA) policies and procedures to ensure appropriate chain of custody. By following these procedures in both federal and non-federal testing, Concentra simplifies the collection process, offers the most defensible procedures for our collectors and clients, and provides the optimal level of confidentiality for the donors.

Our typical process includes:

- Certified staff to perform collections
- Use of split specimen collection method as required by DOT
- Use of the proper custody and control forms (CCF) for regulated and non-regulated testing, using electronic CCFs when possible
- Proper specimen containment
- Shipment of specimen, within 24 hours, to a SAMHSA-certified laboratory for analysis
- Involvement of a Medical Review Officer (MRO) for follow-up review, as appropriate

### Concentra Collectors

Concentra's collector certification course meets and exceeds the DOT training model. To help ensure consistency among all Concentra markets in adhering to DOT regulations, we developed a three-phase *Collector Certification Program*. Our policy is that all collectors (new hires and existing) successfully complete each phase of the program prior to Concentra certifying the individual to perform drug screen collections. Concentra's intention is to maintain high standards and quality throughout the collection process. *To that end, although DOT regulations require refresher training to occur within five years, Concentra requires refresher training for all collectors every 2.5 years.* If the collector does not complete refresher training within the designated timeframe, we do not allow him/her to perform DOT collections.

We summarize each phase of our Collector Certification Program in the following table.

Concentra Collector Certification Program	
<b>Phase One: Study Guide and Quiz</b>	
Intranet study guide and quiz (required prior to attending Phase Two)	
<b>Phase Two: Classroom Instruction</b>	
<ul style="list-style-type: none"> <li>▪ Interactive instruction</li> <li>▪ Hands-on collection training</li> </ul>	<ul style="list-style-type: none"> <li>▪ Written examination (85 percent pass rate required for certification)</li> <li>▪ Completion of Collector Acknowledgement Form</li> </ul>
<b>Phase Three: Proficiency Examination</b>	
<ul style="list-style-type: none"> <li>▪ Five consecutive, error-free mock collections</li> <li>▪ Two uneventful collection scenarios</li> <li>▪ One "insufficient quantity of urine" scenario</li> </ul>	<ul style="list-style-type: none"> <li>▪ One "temperature out-of-range" scenario</li> <li>▪ One scenario in which the donor refuses to sign the CCF and initial the specimen bottle's tamper-evident seal</li> </ul>

### Collection Process

Concentra uses the DOT-required split specimen collection method, when possible. DOT collection specimens are tested for substances outlined in the most recent regulations. The certified collector and appropriate laboratory adhere to the following guidelines:

- Collect a minimum of 45 milliliters (ml.) of urine
- Divide the specimen into two bottles, 30 ml. in one and 15 ml. into a second bottle
- Seals the specimen appropriately
- Transport each specimen to the laboratory within 24 hours
- Once received, the lab analyzes the primary 30 ml. bottle while the second bottle is held pending a request from the employee for a second test in the event of a verified positive of the primary test result

### Observed Collections

We acknowledge that in certain instances, direct observation may be required, and Concentra can meet this requirement.

### Chain of Custody

When collecting urine specimens, Concentra adheres to all SAMHSA policies and procedures to ensure appropriate chain of custody to document the integrity and security of the specimen from the time of collection until receipt by the laboratory. *For DOT collections, we use the federal chain of custody and control form (CCF); for non-regulated drug screens, we use the non-federal CCF.*

Specific to DOT testing, Concentra completes the federal CCF in accordance with SAMHSA guidelines, as we outline below:

- Collector ensures that the name and address of the drug testing laboratory appears on the top of the CCF and that the specimen ID number on the top of the CCF matches the specimen ID number on the labels/seals
- Collector provides the required information in step 1 on the CCF and provides a remark in step 2 if the donor refuses to provide his/her Social Security or employee ID number
- Collector gives a collection container to the donor to provide specimen
- After the donor gives the specimen to the collector, the collector checks the temperature of the specimen within four minutes, marks the appropriate temperature box in step 2 on the CCF, and provides a remark if the temperature is outside the acceptable range
- Collector checks the split or single specimen collection box:
  - ✓ If no specimen is collected, the collector checks that box, provides a remark, discards Copy 1, and distributes the remaining copies as required
  - ✓ If it is an observed collection, the collector checks that box and provides a remark
- Donor watches as the collector pours the specimen from the collection container into the specimen bottle(s), places the cap(s) on the specimen bottle(s), and affixes the label(s)/seal(s) on the specimen bottle(s)
- After affixing the labels/seals, the collector dates the specimen bottle label(s)
- Donor initials affixed and dated specimen bottle label(s)
- Collector turns to Copy 2 (MRO Copy) and instructs the donor to (1) read the certification statement in step 5 and (2) sign, print name, date, provide phone numbers, and date of birth; if the donor refuses to sign the certification statement, the collector provides a remark in step 2 on Copy 1
- Collector completes step 4 (i.e., provides signature, printed name, date, time of collection, and name of delivery service), immediately places the sealed specimen bottle(s) and Copy 1 of the CCF in a leak-proof plastic bag, releases specimen package to the delivery service, and distributes the other copies as required

**Specimen Transport**

Once the specimen is sealed, a courier picks up the specimen from the collection site via automobile. The collector or collection site must ensure that each specimen collected is shipped to a laboratory as quickly as possible, but in every case, within 24 hours. Specimens are picked up one to two times per day depending on the volume of drug tests being administered at the center location.

**Laboratory Urine Drug Screening**

**Initial Screening Test**

A high-sensitivity enzyme immunoassay (EIA) screens for the presence of commonly abused drugs. At this stage, test results equal to or greater than a calibrated immunoassay cutoff concentration identify presumptively positive specimens. Each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position.

**Laboratory Urine Screen Confirmation Test**

For specimens that do not screen negative initially, confirmatory drug testing is performed by gas chromatography/mass spectrometry (GC/MS), liquid chromatography/mass spectrometry (LC/MS), or any other technique recognized by the U.S. Department of Health and Human Services (DHHS) and Substance Abuse and Mental Health Services Administration (SAMHSA).

The concentration of drug or drug metabolite in each donor specimen is determined by comparison of the response of the specimen to the response of calibrators of known concentration. As with the screening test, each batch contains both negative and positive quality control samples along with one blind quality control sample that is inserted into the batch in a random position. If required, confirmation testing for specimen validity is performed by the same or, if available, a second definitive method that can be utilized to identify specimens as adulterated, substituted, or invalid. Each confirmation test is performed on a second aliquot that is obtained from the original specimen container and all confirmation batches contain appropriate quality control samples to verify the performance of the procedure.

- If a donor specimen has a concentration of drug that is less than the employer-specific cutoff, the specimen is determined to be negative for the confirmation test.
- If a donor specimen has a concentration of drug that is greater than or equal to the employer-specific cutoff, the specimen is determined to be positive for the specific test.

Laboratory positives are transmitted to the Medical Review Officer (MRO.) The MRO gathers all test data, interviews the donor, and confirms the result as positive or negative. The result is posted only after MRO verification.

**Panel Drug Tests**

5-panel tests include the five drug classes tested on most standard panels, including Department of Transportation (DOT). 10-panel tests are expanded to combine tests in 6, 7, 8, 9, and 10 panel options. Results will indicate a positive or negative status for each class of drug.

5-panel Test	10-panel Test	
<ul style="list-style-type: none"> <li>▪ Marijuana (THC)</li> <li>▪ Cocaine</li> <li>▪ Amphetamines</li> <li>▪ Phencyclidine (PCP)</li> <li>▪ Opiates</li> </ul>	<ul style="list-style-type: none"> <li>▪ Marijuana (THC) *</li> <li>▪ Cocaine</li> <li>▪ Amphetamines</li> <li>▪ Phencyclidine (PCP)</li> <li>▪ Opiates</li> </ul>	<ul style="list-style-type: none"> <li>▪ Barbiturates</li> <li>▪ Benzodiazepines</li> <li>▪ Methadone</li> <li>▪ Oxycodone</li> <li>▪ Methamphetamine</li> </ul>
* 10-panel also available <i>without</i> THC		

### Breath Alcohol Testing

Concentra conducts breath alcohol testing using an evidential breath testing (EBT) device selected from the National Highway Traffic Safety Administration (NHTSA) Conforming Products List for both screening and confirmation testing. To ensure quality results, we calibrate each EBT device daily and after every positive result, without exception. Records of the calibration are filed with a retention period of five years. In addition, personnel performing breath alcohol testing are trained and certified as breath alcohol technicians (BAT) in accordance with Department of Transportation (DOT) guidelines.

### Initial Test

Typically, breath alcohol tests that register less than 0.02 g/210 L are reported as negative (for the purposes of DOT) and no additional testing is required. Breath alcohol tests that register 0.02 g/210 L or greater require a second confirmatory test.

### Breath Alcohol Confirmation Test

If the confirmatory test is less than 0.02 g/210 L, the results are reported as negative. Breath alcohol results that register 0.04 g/210 L or greater on the confirmation test are immediately reported to the employer. A result that registers 0.04 g/210 L or greater is considered a DOT positive result.

## Annual Random DOT Drug Screens and Breath Alcohol Tests

Concentra Medical Compliance Administration (CMCA) random selection program eliminates manipulation of the selection process and adheres to DOT regulations.

We use a pool management feature in our drug testing program to capture information needed to schedule random pool selections within the required time frame, including:

- Name of pool
- Selection interval – monthly or quarterly
- Last selected – indicates period the last pool was selected
- Scheduled – indicates pool has been scheduled

Website users are able to view the employee list for each random pool group, add and remove members from the random pool group, and view the current random selection 24 hours a day, seven days a week.

Once pools are established, the City's random selection process is conducted. To proceed:

- The City's contact updates additions and deletions of pool employees via the web, or via email if web is not available
- CMCA imports records from the client database and creates pool groups to meet specified criteria
- Once the pool has been created, employees have been imported to the pool, and year-to-date statistics are verified, random selection is electronically run
- CMCA prints a master random selection list and sends employee notification and instruction letters to the City's contact
- CMCA reports whether an employee has completed his/her drug test and reports on outstanding tests

### Medical Review Officer (MRO) Services

When the laboratory confirms a non-negative result, Concentra enlists a Medical Review Officer (MRO) through our preferred vendor for review of the result. An MRO assistant ensures the MRO copy and the laboratory copy of the chain of custody and control form (CCF) are transmitted timely, as the MRO will not initiate a donor interview until receiving the MRO copy of the CCF and will not transmit verified results until receiving the laboratory copy. If the MRO is unable to obtain either copy, the MRO reports a "canceled" test.

The MRO makes three or more attempts in a three-day period to reach the donor (barring unforeseen circumstances, such as donor's phone disconnected). The MRO interviews the donor to determine if there is a legitimate medical explanation for the non-negative result. The MRO can ask medically related questions

(which the donor's employer cannot ask under the Americans with Disabilities Act) to validate or invalidate a non-negative laboratory result.

The MRO's standard responsibilities include:

- Conform to DOT Regulation 49 CFR Part 40 in the performance of all services and data transmissions for DOT and non-DOT drug tests
- Provide an MRO assistant to review all test results and CCFs under the MRO's direct supervision
- Receive appropriate copies of the CCF within 24 hours of the collection; if collection sites do not adhere to this requirement, Concentra provides appropriate follow up and training
- Store MRO records within regulatory requirements and best practices to maintain confidentiality
- Facilitate blind sampling for all laboratories, per DOT regulations
- Adhere to federal guidelines when coordinating the collection site process
- Transmit results via a secured network; SAMHSA-certified laboratories produce an export file from their information management system and send it across their internal network in an encrypted file, restricting access

### Laboratory Services Vendor

Concentra would utilize our preferred vendor, Quest Diagnostics Incorporated (Quest), for laboratory analyses.

Established in 1990, Quest possesses 28 years of experience providing exceptions services in the field of laboratory testing. Quest Diagnostics Clinical Laboratories, Inc., a subsidiary of the parent company, has four forensic drug testing laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and accredited by the College of American Pathologists-Forensic Drug Testing (CAP-FDT); three of the labs are also Clinical Laboratory Improvement Amendments (CLIA)-certified.

Each of Quest's forensic toxicology laboratories is certified by the Department of Health and Human Services (DHHS)/SAMHSA to perform urine drug testing under the federal program. The four SAMHSA certified laboratories are compliant with SAMHSA guidelines as detailed in the Federal Register 73 (228): 71858-71907 (11-25-2008) and the DOT's 49 CFR Part 40 rules, detailed in Federal Register 65 (244): 79462-79579 (12-19-2000), and any subsequent revisions. The DOT, Nuclear Regulatory Commission (NRC), Federal Railroad Administration (FRA), Pipeline and Hazardous Materials Safety Administration (PHMSA), and the FMCSA all require this certification.

Each laboratory is licensed by the state where the laboratory is located. Quest's drug testing procedures and laboratories are also fully certified and accredited by federal government agencies, and professional organizations such as the Agency for Health Care Administration (AHCA) Florida and CLIA.

Of relevance, Quest:

- Performs services in all 50 states and the District of Columbia (DC), Puerto Rico, Mexico, and the United Kingdom
- Performs more than 11 million drug and alcohol tests annually
- Performs more than 300 million clinical tests each year
- Is trusted by more than two-thirds of the nation's hospitals
- Is the preferred laboratory of choice for more than 200,000 physicians
- Impacts more than 70 percent of the health care decisions made by physicians today



We outline Quest's capabilities in the following table.

Quest Diagnostics, Inc. – Testing Capabilities	
Substance Abuse Testing	Clinical Testing
<ul style="list-style-type: none"> <li>A comprehensive menu of both standard and customized panels</li> <li>Specialized test panels and adulterant testing, including expanded opiate and DOT and HHS panels</li> <li>A range of specimen options, including urine, oral fluid, hair testing, and breath alcohol testing</li> </ul>	<ul style="list-style-type: none"> <li>A national network of laboratories with locations in or near all major cities, so there is always a lab nearby</li> <li>Two full-service, bicoastal, esoteric testing laboratories for fast turnaround on specialized testing</li> <li>Additional clinical laboratory testing options including, but not limited to: OSHA, industrial, heavy metals, esoteric testing, and executive health panels</li> </ul>

## Administrative and Support Services

### Appointment Scheduling

Concentra would provide the City's employees with prompt service. Although our medical centers are primarily "first come, first serve," Concentra can accommodate scheduled appointments if requested, with 24 hours' advance notice. In addition, our medical centers implement "fast track" drug/alcohol testing services where employees experience a 30-minute-or-less wait time for drug specimen collection and/or breath alcohol testing.

### Billing and Invoicing

Concentra's Central Business Offices (CBO) maintain responsibility for all aspects of revenue billing and collection within their designated regions, including bill production, cash receipt, payment posting, and account receivable management services. We outline our standard billing process in the following table.

Concentra's Billing and Invoicing Practices	
Service Type	Billing/Invoicing Details
Non-Injury Care	<ul style="list-style-type: none"> <li>Invoices generated weekly by market</li> <li>Includes a minimum of the following for each line item: patient name, date of service, employee's department location (if provided), complete list of services performed</li> <li>Term is net 30 days</li> </ul>

### Patient Confidentiality

Concentra takes the privacy, security, and protection of confidential and personal information very seriously and we have enterprise-wide strategies and industry leading technologies to maintain compliance with the HIPAA Privacy and Security Regulations.

Concentra's Compliance department incorporates all aspects of HIPAA, information security, privacy, and compliance into our initial colleague training upon hire and annually thereafter. New privacy and security laws and challenges including high profile topics such as phishing, social engineering, and data handling procedures are communicated through corporate communications (e.g., Concentra intranet, internal newsletters, and face-to-face educational programs) on a quarterly basis. We have HIPAA policies and procedures in place to ensure on-going compliance with the HIPAA Privacy and Security Regulations.

We also employ:

- A HIPAA-compliant Business Associate Agreement (BAA) with any third-party whose services provided, and data shared, are subject to the HIPAA regulations
- Concentra-owned, internal documentation systems on our servers, all of which are protected by firewalls and anti-virus technologies that are monitored daily
- A secured intranet for all internal documents and a secured virtual private network (VPN) for authorized remote access
- HIPAA policies and procedures that outline the required privacy and security requirements for handling, maintaining, and disposing of personal health information (PHI)
- Contracted service with a bonded (HIPAA-compliant) vendor to manage the shredding and recycling of paper documents located internally in locked cabinets within our office space (as per the HIPAA guidelines). Our vendor provides an approved form of identification, picks up and removes all materials from our offices, and obtains required signatures from our bonded workers
- Password protected access to all sensitive client files and access only to those staff members with a need to know, who require the files to support direct client services
- Acknowledgement of our HIPAA compliance for all employees within new hire and annual training
- HIPAA regulations regarding proper consent prior to sharing individual PHI with any party, i.e., client (employer), insurance company, or other provider(s), as required

Concentra's established internal control mechanisms are designed to ensure proper safeguarding of each client's employees' PHI while allowing us to provide them with excellent care.

- **Roles of all involved parties clearly identified**

### **Program Management**

Concentra carefully considers each project and its unique goals when assigning an account management team. We take a collaborative approach that combines local operational and clinical support to ensure quality and service excellence. The individuals we select bring valuable, relevant experience to the program and provide ongoing support within their respective areas of expertise.

### **Initial Contact**

Travis Bowman, Field Account Executive, would be designated as the City's initial point of contact throughout the procurement and contracting phases. Mr. Bowman would be responsible for ensuring Concentra colleagues know and understand the City's program requirements and would be available to answer your questions throughout this initial phase of engagement.

### **Operational Oversight**

Michele Kessner, Center Operations Director (COD), would serve as the day-to-day contact for program operations. This individual regularly monitors processes and procedures to ensure ongoing compliance with applicable regulations and guidelines, as well as program specifications. She is invaluable to the success of the program and is available to answer questions, address issues, and ensure the program continues to operate efficiently.

Responsibilities of the COD include:

- Serve as the liaison between Concentra and the City
- Oversee day-to-day medical center operations
- Implement and ensure ongoing compliance with operational policies, procedures, and training programs within the center

- Manage patient care issues and other center issues requiring resolutions
- Ensure a clear understanding of contract objectives and deliverables to successfully execute programs and projects
- Collaborate with center, area, and regional leadership teams to ensure we effectively deliver the agreed upon scope of work, monitor program outcomes, and maintain the account

### **Clinical Oversight**

Dorothy Jennings, DO, Center Medical Director (CMD), would provide primary oversight for clinical practices, ensuring continued compliance. She would ensure that the medical interpretations and associated clearances comply with the most recent medical standards and guidelines, and adhere to applicable regulations. Her expertise relevant to the desired scope of work would be instrumental in the provision of services.

Responsibilities of the CMD include:

- Review all medical history and perform medical physical examinations
- Understand all medical surveillance requirements of OSHA, DOT, NFPA, police officer standards, ADA, FMLA, and other regulated examinations
- Report the results of the medical evaluation to the employee, including any medical condition(s) identified during the evaluation
- Provide the recommendation as to whether the employee is medically certified to safely perform the essential job tasks
- Forward copies of any abnormal results, along with patient instructions regarding primary care follow-up, to individuals who were instructed to seek medical follow-up to address any medical conditions or abnormal laboratory results identified during the evaluation
- Provide or arrange for a prescriptive rehabilitation and/or fitness program when indicated to aid in the employee's recovery from illness or injury and enhance his/her ability to safely perform essential job tasks
- Review medical evaluations conducted by other clinicians
- Review individual medical evaluations and aggregate data to detect evidence of occupational exposure(s) or clusters of occupational disease

### **Physical Therapy and Functional Testing Oversight**

Christy Boeckman, DPT, MTC, PT, Center Therapy Director (CTD), would provide oversight for the physical therapy and functional testing services rendered as part of the program. She is an expert in her field and possesses a wide breadth of knowledge overseeing these services for other area clients. She utilizes this expertise to deliver services that objectively assess an employee's functional abilities and expedite the return-to-work process.

Responsibilities of the CTD include:

- Conduct an initial evaluation on clinician referrals and develop appropriate treatment plans
- Ensure treating clinicians have the necessary information to appropriately evaluate an employee's functional ability
- Communicate with all clinicians and the client regarding an employee's diagnoses, setting expectations for return-to-work, emphasizing education and motivation, and discussing specific rehabilitation issues and early intervention opportunities
- Utilize knowledge of best demonstrated practices and quality indicators to evaluate and measure program effectiveness, and implement methods to improve processes and outcomes
- Ensure compliance with guidelines and regulations established by the relevant licensing, certification, and accrediting bodies, including the Americans with Disabilities Act (ADA)

### Center Staff

Concentra employs skilled and experienced health care professionals to deliver services relevant to our offering. Center staff includes an appropriate combination of physicians, mid-levels, nurses, physical therapists, radiology technicians, and medical assistants.

### Clinical Professionals

Concentra utilizes qualified and appropriately licensed and credentialed clinical professionals to serve the occupational health needs of a client's workforce. These professionals are skilled in their respective areas of expertise and undergo extensive annual training in addition to continuing education classes. Furthermore, our clinical professionals are vigilant in applying their knowledge to recognize and diagnose potential exposures and resulting health issues. They regularly monitor OSHA, DOT, NFPA, police officer standards, ADA, and other applicable federal and state regulations to ensure all associated services remain in compliance and adhere to best practice guidelines.

### Support Staff

Concentra employs qualified support personnel whom we train and fully certify to perform their associated tasks. Specifically, our center support staff includes drug specimen collectors certified to perform DOT collections, certified breath alcohol technicians, National Institute for Occupational Safety and Health (NIOSH)-certified pulmonary function testers, Council for Accreditation in Occupational Hearing Conservation (CAOHC)-certified personnel to perform audiometric testing, certified radiologic technologists, certified medical assistants, and certified phlebotomists.

- **Familiarity with project location as evidenced by proposal/interview (if applicable)**  
Not applicable.

- **Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere**

## The Concentra Advantage

The City has unique service specifications and Concentra can deliver customized clinical solutions to help you achieve your program goals and objectives. We treat one in every five work-related injuries/illnesses, more than 18 million since 1979. We maintain policies and procedures to ensure ongoing compliance with standard regulating bodies, including the Occupational Safety and Health Administration (OSHA), the U.S. Department of Transportation (DOT), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), the National Fire Protection Association (NFPA), police officer standards, and many others. Our approach successfully combines evidence-based medicine with our clinical expertise and superior service discipline to deliver convenient access to quality care and measurable cost savings.

## A Best-in-Class Occupational Health Model

With a clear and compelling vision and a notable record of accomplishments, we offer our best-in-class solution and a health care experience that is second to none. As clients come to know us, they discover Concentra's value in everything we do.

### Clinical Foundation

Concentra was founded by physicians as a medical practice and the delivery of high quality medical care continues to be our core competency to this day. We hire and retain some of the finest clinicians in the industry and have established a model for workplace health unequalled in the industry. Concentra's Medical Expert Panels work to identify health trends, research new treatment approaches, monitor regulatory changes and develop clinical practice guidelines and best practices.

Examples include, but are not limited to:

- Developed the FReSH program (Functional Restoration/Status of Healing Scale), a new approach to pain management, which focuses on functional movement and improvements in the healing process. This program encourages patients to take a more active role in their recovery which means injured employees return to work faster, making your company more productive.
- Developed a Sleep Evaluation Worksheet (SEW) used by our clinicians to evaluate individuals in safety sensitive positions for the presence of sleep disorders that may pose a hazard to themselves and their workplace. This was created due to the lack of guidelines in the FMCSA's Medical Examiner Handbook and to provide consistency and direction for our medical examiners. The SEW incorporates recommendations from the FMCSA's Medical Expert Panel and the Medical Review Board.

Concentra has also built the clinical infrastructure to keep us at the forefront in workplace health and our Enterprise Quality Improvement Program Committee monitors key quality measures and oversees improvement initiatives.

### Expertise and Innovation

Concentra played a significant role in creating the workplace health industry model that exists today. We apply our proven methodologies to occupational medicine and workers' compensation and have developed evidence-based clinical guidelines to help improve treatment and overall outcomes. We established the Concentra Occupational Health Research Institute (COHRI) in 2000 to promote scientific research and continuing medical education in occupational health.

### Unmatched Access

With Concentra, your employees have access to our extensive network of more than 530 Concentra medical centers nationwide. Our 2018 acquisition of U.S. HealthWorks solidifies our position as the largest occupational health provider in the country. Combined with de novo (new) centers, our total 2018 increase of 220 centers demonstrates our commitment to provide quality health care to the nation's employees.

In addition, Concentra Telemed™ and Concentra Telerehab®, both of which launched in 2017, extend access to care beyond the centers' walls and standard working hours. Our integrated approach ensures continuity of care by leveraging the same electronic medical record and practice model regardless of access point.

Also launched in 2017, Concentra's Transportation Solution powered by One Call Care Management provides injured employees with scheduled and real-time rides to and from Concentra medical centers. Available nationwide, our transportation solution is provided free of cost for employee transportation after initial injury, for follow-up appointments, and for scheduled physical therapy visits.

With One Call Care Management, employees or their supervisors call their local Concentra medical center to request a ride. A few minutes after requesting a ride, a driver sends a text message notifying the employee of the estimated time of arrival for pickup. After the visit, center staff members arrange for the employee's ride back to the workplace or home, depending on the severity of the injury and the treating clinician's recommended treatment plan. The City's employees would have prompt access to expert care, convenient rides with no smartphone app or tip required, and reduced time away from work.

*One Call Care Management is a leading provider of specialized solutions in the workers' compensation industry. One Call Care Management provides transportation using their own transportation network, and through partnerships with ride-sharing services like Lyft and Uber.*

## Our Mission

Our company mission is to improve the health of America's workforce, one patient at a time. We take a customized approach that enables us to meet the diverse needs of our customers across the U.S. We attribute our success to our commitment to put our customers' people first, delivering personalized attention that optimizes employee health and productivity.

## Clinical Experience

### Non-injury Experience

Concentra has been performing physical examinations, conducting drug and alcohol testing, and administering immunizations and vaccinations since our inception more than four decades ago. We maintain written guidelines on all relevant regulatory standards and create client-specific service packages tailored to meet the unique needs of each client's program requirements. Furthermore, we assure that only qualified individuals perform the requested services, in accordance with all local, state, and federal guidelines.

### Department of Transportation Experience

Annually, Concentra performs more than 800,000 DOT examinations, making us the nation's largest provider of screening services for drivers of commercial motor vehicles. We provide DOT physical examinations for employers who operate in various industries, including:

- Aviation (FAA)
- Trucking (FMCSA)
- Railways (FRA)
- Public Transit (FTA)
- Maritime (MARAD)
- Pipelines and Hazmat (PHMSA), and more

Concentra maintains current, comprehensive knowledge of DOT rules and regulations. We require all Concentra physicians to be Federal Motor Carriers Safety Administration (FMCSA) National Registry certified to complete DOT examinations. In addition, Concentra offers the FMCSA curriculum as part of our training program to educate medical examiners on multiple topics within 13 different training modules on FMCSA regulations. Concentra's participants who complete the program are prepared to:

- Apply knowledge of FMCSA's driver physical qualification standards and advisory criteria to findings gathered during the driver's medical examination
- Make sound determination of the driver's medical and physical qualifications for safely operating a commercial motor vehicle (CMV) in interstate commerce
- Accurately complete the Medical Examination Report Form

As a recognized expert in DOT, Concentra also provides a suite of DOT-related services to keep employers and their drivers safe and compliant, including:

- DOT Drug Testing – DOT drug screenings test for the presence of illegal drugs, alcohol, and other substances
- Concentra's Sleep Evaluation Program – Objective and consistent evaluation of drivers who are at a risk of collision due to excessive sleepiness

Concentra is proud of its experience and attributes much of our success to our resident experts. Former Concentra physician, Ellison Wittels, MD, FACP, was the former senior consultant to the FMCSA. Dr. Wittels chaired the 2002 Cardiac Advisory Panel, which was empowered to provide cardiac interpretive guidelines to all physicians performing DOT medical examinations.

Due to our vast experience and relationship with the FMCSA, Concentra published a book, "Concentra Guide to Medical Certification of Commercial Drivers," to create consistent medical interpretations for

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

Concentra physicians. The Concentra Guide integrates and defines the federal standards, medical guidelines, recent literature, and opinion, thus, providing a consistent framework for the medical examiner's assessment of the DOT-covered participant and determination of fitness. This led to Concentra physicians creating a training and certification course for non-Concentra physicians regarding DOT examination procedures and interpretations.

The City would benefit from Concentra's vast experience maintaining the health and safety of commercial drivers.

### **Firefighter and Police Officers Examination Experience**

For more than 40 years, Concentra has performed examinations for firefighters, police officers, and other safety sensitive positions through our network of freestanding medical centers and employer onsite clinics. *Today we provide services to more than 1,500 fire, rescue, and police departments nationwide.* We maintain written guidelines on all firefighter and police officer standards and the regulations specified by the Occupational Safety and Health Administration (OSHA), National Fire Protection Agency (NFPA) Standard 1582, the Americans with Disabilities Act (ADA), and other applicable laws. Our clinicians delivering services have the appropriate certifications to perform the necessary clinical evaluations.

#### **Firefighter Examination Experience**

Evaluating firefighter candidates to determine if they are physically capable of performing the essential functions requires special expertise. Candidates must be evaluated in conjunction with NFPA Standard 1582 guidelines — a standard established by individuals with fire safety expertise and approved by the American National Standards Institute. The inherent on-the-job requirements of a firefighter necessitate that candidates have the strength and fitness to crawl or walk extensively, climb stairs/ladders while lifting and carrying heavy objects, wear a self-contained breathing apparatus, ventilate roofs or walls using power tools and/or hand tools, and advance water-filled hoses. Understanding this, Concentra has created physical conditioning procedures and performed job site analyses, physical fitness testing, and more for hundreds of fire departments nationwide. We follow local, state, and federal guidelines, including NFPA and International Association of Fire Fighters / International Association of Fire Chiefs (IAFF/IAFC) standards, to ensure individuals in these positions are fit to perform their essential job functions.

#### **Police Officer Examination Experience**

In performing their duties, police officers frequently face strenuous physical situations. They can be involved in combative incidents, including handcuffing, use of restraining devices, batons, locks, grips, holds, self-defense, and body force. As emergency responders, they can be required to run, jump, climb, crawl, walk extensively, lift, carry, drag, pull, balance, and push. In addition, police officers are often subjected to extreme psychological and emotional stress when dealing with aggression, violence, and cruelty, and must intervene in high-pressure, human crisis situations frequently. As such, it is imperative to provide thorough candidate evaluations and pre-screenings, and access to ongoing medical and psychological support for officers, to ensure the overall health and safety of these individuals. Concentra has extensive experience working with hundreds of police departments and other law enforcement agencies across the country to help ensure their officers are fit to perform their essential job functions. We adhere to all local, state, and federal guidelines, as well as each agency's unique standards.

- **Proposed communication process**

## **Technology**

Concentra medical center, onsite clinic, Concentra Telemed, or Concentra TeleRehab site in the country. Our EMR integrates with practice management systems and supports continuity of patient care and an exceptional customer experience. Allscripts provides:

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

- Computerized order entry and management with electronic integration with laboratory and X-ray vendors
- Supports both onsite dispensing and pharmacy e-prescribing
- Customized clinical documentation templates to support clinical operations
- Best practice, evidence based, diagnosis specific care guides
- Integrated tasking and communication function

Allscripts supports all clinical operations, improves clinical quality, and streamlines the information exchange process to afford our clinicians the ability to quickly and accurately communicate information to the City and your employees. The system also provides data-driven insights, allowing us to apply population management principles for measurable trend management. Our ability to capture member data in real time from multiple sources helps us learn the health and social behavior patterns unique to each individual and the City's population in the aggregate.

### Employer Portal

Concentra offers a self-service, online tool for the City's convenient access to account information, test results, and reporting. The Concentra Employer Portal (the Portal) uses advanced security software to ensure privacy and the protection of employee information.

- Online account management
- ✓ Access to make edits to your company and location addresses and contacts
- ✓ View capabilities of all service packages, components, and payors, third-party administrators, and medical review officers
- Timely updates to your employees' non-injury and injury visit results and work restrictions
- ✓ Full integration of existing employer reports for easy access
- ✓ Export and print functionality for all accessible reports
- ✓ Archive and search functions for stored reports provided
- Ability to create, manage, and review employee authorizations online
- ✓ Electronic creation of authorization forms
- ✓ Print and email functionality to communicate authorizations to your employees
- ✓ Search and archive functions
- Enhanced security features protect your information
- ✓ Access control
- ✓ Database monitoring
- Malware and virus protection
- Intrusion detection and prevention

### Standard Reporting

Individual patient encounters provide the basis for the reporting system. Our system would create a report for each employee seen at Concentra and would make it available to the City via the Employer Portal. Concentra can set up notification for multiple contacts, if desired. The following table outlines examples of our standard visit-based report output.



Sample Reports and Communications	
Non-Injury Status Report	<ul style="list-style-type: none"> <li>Generated after each non-injury visit</li> <li>Includes the employee's name and demographics, date seen, time checked in and out of the center, results, and remarks</li> </ul>
Patient Referral	<ul style="list-style-type: none"> <li>Generated when a referral to a specialist takes place</li> <li>Includes basic demographics, billing information, specialist information, and referrals details (i.e., type of referral, recommendations, priority, notes)</li> </ul>

### Utilization Reporting

Concentra also offers utilization reports that share key injury information. This report captures all injuries treated at Concentra for each employer, and provides detailed information specific to injury care services, including but not limited to the following:

- Number of employees treated
- Distribution of body category injured
- Number and percentage of cases closed
- Average visits per case
- Percentage of cases referred to a specialist provider
- Percentage of cases referred to physical therapy
- Average days to discharge
- Percentage of cases with off-duty and limited-duty days
- Average number of off-duty and limited-duty days
- Average cost per case
- Comparisons of the project data to the entire client market for the same period

### Results Reporting

#### Physical Examinations

Concentra evaluates and reports all medical information back to an employer's designated representative within 24 hours of receiving all relevant data. The report provides a recommendation based on the results, and any recommended referrals and/or restrictions. The clinician notes if additional testing is necessary and advises of the clearance status for job placement. If the results require supplemental testing, Concentra would notify the City's designated representative prior to performing any additional testing. *Depending on the specific components tested for (i.e., blood or urine analysis), results may take up to five days to report.*

#### Drug and Alcohol Testing

Concentra's average turnaround time for a negative drug screen result is 24-48 hours upon receipt at the laboratory. Turnaround time for a non-negative drug screen result, including Medical Review Office's (MRO) review, varies for non-DOT and DOT tests, and may take 48 to 72 hours depending on the MRO verifications.

- For a non-DOT non-negative drug test, MRO review is at the employer's discretion and results can take 48 to 72 hours once received at the lab.
- MRO review is required for all DOT non-negative drug tests. While we can report a non-negative result to the MRO within 48 hours, the average turnaround time for a non-negative DOT drug screen review by the MRO varies. Per DOT guidelines the donor has up to five days to contact the MRO before the MRO reports a result.

Breath alcohol test results are reported the same day the specimen is obtained.

Occupational Health Centers of Kansas, P.A. dba  
Concentra Medical Centers

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Company Name  
19000 E. Eastland Ctr Ct, Ste 200

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Address  
Independence, MO 64055-7023

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City/State/Zip  
816.478.9299                      816.478.6526

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Telephone#                                      Fax#  
47-2063864

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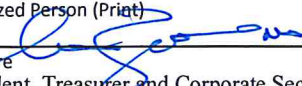
Tax ID No.

Art Ziporin, MD

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Authorized Person (Print)

---

  
Signature  
President, Treasurer and Corporate Secretary

---

Title  
August 30, 2019

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Date  
C Corporation

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Entity Type:

**FORM NO. 6A: FEE SCHEDULE**


DOT Random Program & Post-Offer Drug Screens		Cost Each	
5 panel DOT drug screen		\$45	
Annual Random Program Fee		\$250	
DOT Post Offer, Pre Employment Physical Examinations		Cost Each	
DOT Physical Exam		\$75	
Drug & Alcohol Screens		Cost Each	
Drug Screen: 10 panel, PA66 Premier Non-DOT		\$45	
Instant 11-Panel		\$45	
24/7 Drug Screen Collection Fee		Handled by Guardian	
Drug Screen Confirm Non-Negative		Included	
Observation Fee		Included	
Breath Alcohol		\$40	
Blood Alcohol		\$55	
BAT Confirm Non-Negative		Included	
Physicals: Post Offer/Pre Employment, Annual and Specialty		Cost Each	
Special (Clandestine Drug, Hazardous Device School, FBI Training, etc)			
Physical exam		\$68	
Vital Signs	included		
Height	included		
Weight	included		
Blood Pressure	included		
Resting Pulse	included		
Respiration Rate	included		
Hearing (Whisper Test)	included		
Vision	included		
Body Fat Analysis	included		
Medical History Questionnaire	included		
Audiogram			\$40
Profile 3		\$725	
Comprehensive Metabolic Panel			included
Lipid Panel Phosphorus			included
Uric Acid			included
Lipid Profile			included
HDL			included
LDL			included
Triglycerides			included
TSH			included
CBC with Differential			included
Urinalysis with micro			included
Electrolyte Panel			\$70
Essential Function Level I		\$75	
Essential Function Level II		\$85	
Spirometry/PFT (Pulmonary Function Test)		\$50	
Respirator Questionnaire Review		\$40	
Respirator Physical Exam w/Questionnaire Review		\$70	
Respirator Qualitative fit test		\$50	
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)		\$85	
EKG resting with interpretation		\$80	
Stress Treadmill with Interpretation		Not offered by Concentra	
Blood Pressure Recheck		Included	
Treadmill moving Fee for each move to and between on-sites		Not offered by Concentra	
Vision Titmus Screen (w/Color)		\$40	
Vision Complete Test (w/Farnsworth)		\$35	

PPD (TB skin test)	\$35
Tuberculosis Blood Test	\$150
TB Quantiferon (TB Gold)	Not offered by Concentra
Hgb A1C	Not offered by Concentra
C Reactive Protein (both types)	Not offered by Concentra
Blood Lead Standard Profile (includes ZPP)	\$95
Heavy Metal Screen Blood Profile Level 1	\$215
PSA	\$100
<b>Vaccinations ad Titers</b>	<b>Cost Each</b>
Influenza (annual seasonal injection)	\$35
Influenza (annual nasal mist)	Not offered by Concentra
On Site Staffing Fee for Flu Shots (each on-site date/time)	1 day, no fee. Adtl days \$115/hr
Rabies vaccine (series of 3x = new)	\$400/shot
Rabies vaccine (single 2-year booster)	Not offered by Concentra
RFFIT Rabies Titer (2-year plus S&H)	\$185
Hepatitis A vaccine (series of 2) 20 sets	\$125/shot
Hepatitis B vaccine (series of 3) 20 sets	\$120/shot
Hepatitis A titer	\$150
Hepatitis B titer	\$90
Hepatitis C titer	\$80
Hepatitis titer (Combo A-B-C)	\$250
Tetanus booster	\$70
Tdap Booster	\$105
HVIAB HIV Titer	\$105
Chicken Pox Vaccination	\$190
Mump, Measle, Rubella (MMR) Vaccination	\$145
MMR Titer	\$125
Varicella Titer	\$110
<b>Fit For Duty and other Miscellaneous Services</b>	<b>Cost Each</b>
Ergonomic Evaluation (per hour)	\$300
Job Evaluation	\$150
Minor Fit for Duty	\$85
Comprehensive Fit for Duty (Billed per 15 min increments) per hour	\$100
Medical Consultation	\$200/hour
Establish Office Visit	Not offered by Concentra
Health Fair Participation	Free
Cholesterol Checks (instant) (each)	Part of Biometric Screen \$61.50
Blood Pressure Check (per hour)	Part of Biometric Screen
Healthy Weight Check (per hour)	Part of Biometric Screen
Body Fat (each)	Not offered by Concentra
Vision checks (each)	Not offered by Concentra
Eye Health Check	Not offered by Concentra
Audiometric	\$40
Back Health Check (per hour)	Not offered by Concentra
Exercise Demo/Suggestions (per hour)	Not offered by Concentra
Diet advise (per hour)	Not offered by Concentra

Occupational Health Centers of Kansas, P.A. dba  
Concentra Medical Centers

Company Name  
19000 E. Eastland Ctr Ct, Ste 200  
Address  
Independence, MO 64055-7023  
City/State/Zip  
816.478.9299 816.478.6526  
Telephone# Fax#  
47-2063864  
Tax ID No.

Art Ziporin, MD

Authorized Person (Print)  
  
Signature  
President, Treasurer, and Corporate Secretary  
Title  
August 30, 2019  
Date  
C Corporation  
Entity Type:

**PART II**  
**INSTRUCTIONS TO RESPONDENTS**

**1. MINIMUM QUALIFICATIONS:**

- ❖ All respondents to sections dealing with medical services requiring state licensure must provide documentation verifying applicable current licensure status for the practice of medicine and/or the provision of medical services as required by the State of Missouri.
- ❖ All respondents to sections dealing with medically-related consultative services must include applicable training, education, and/or certifications to verify ability to provide such services in a professionally acceptable manner.
- ❖ Your Proposal is to include, but not necessarily limited to, the following:
  - ❖ Costs of Medical Services
  - ❖ Availability of Medical Services
  - ❖ Minimum Annual Fee (If Any)
  - ❖ Maximum Annual Fee (If Any)
  - ❖ Service Fees/Set-Up Fees/Risk Management Fees or other Misc. Costs (If Any)
  - ❖ Cost of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
  - ❖ Availability of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
  - ❖ Confirm that your firm will coordinate and work with designated City personnel in the scheduling of services.
  - ❖ Confirm that your firm will provide reports as requested by the designated City representative on the provision of service.
  - ❖ Identify computer "on-line" or "dial-up" access by the City's designated representative regarding service provision records, including ability to create and download custom reports. NO information is to be added by the City. Note any cost associated with this optional service (if any).
  - ❖ What percentage of your work will the City be?
  - ❖ What is the tenure of any representatives of your firm which will be assigned to coordinate with City representative(s)?
  - ❖ Identify standard turn time between the City requesting an action and completion by your firm. For example: a request to deliver medical services on-site.

- 2. SELECTION PROCESS:** The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process will consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

**Step One: Evaluation of Responsive Proposals**

Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.

The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.

The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

**Step Two: Short List Interviews**

The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top ranking firm if the City determines interviews are necessary.

The Interview Ranking Score Sheet is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

Upon selection of the top rated firm, the City may negotiate the specific terms of the agreement including cost.

3. **RESPONDENT COST TO DEVELOP PROPOSAL:** All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.
4. **INSTRUCTIONS FOR RESPONDING TO THIS RFP:** Submittals must be uploaded into Public Purchase e-procurement system prior to the opening date. . The proposal must be organized using the provided Table of Contents.
5. **TERMS and CONDITIONS:** Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.
6. **NO FINANCIAL INTEREST OR OTHER CONFLICT:** By submission of its response, the bidder certifies that they are in compliance with items 6.1 through 7.4.
- 6.1 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.
- 6.2 The Service Provider hereby covenants that at the time of solicitation submittal the Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Service Provider further agrees that during the term of the contract/agreement neither the Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.
7. **DEBARMENT AND SUSPENSION STATUS:**
- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.
8. **INVOICING AND PAYMENTS:**
- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of services, unit prices, and extended totals.
- b. Payment schedule is negotiable.
9. **RENEWAL OPTION:**
- a. The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods.
- b. Adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All items" (Urban Consumers) index CPI rate.
- c. If the consultant requests an increase in compensation for any renewal period, the consultant shall notify the Procurement & Contract Services Manager no less than sixty (60) days prior to the end of the contract period, and shall provide evidence to the satisfaction of the Procurement & Contract Services Manager of increased costs incurred by the consultant for any element of the bid/RFP for which an increase is requested.
- d. The Procurement Officer shall notify the consultant in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.
10. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:** This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be FOB Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES  NO

INITIALS: 

Sales will be made in accordance with the terms and conditions of the Request for Proposal and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the contract unless they are specifically named in the Request for Proposal as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Buyer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction

11. **BUSINESS LICENSE REQUIREMENTS:** The successful respondent 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 an agreement to the successful respondent, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the City to be kept in the bid file as part of the permanent record. It shall be the responsibility of the successful respondent to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.
12. **WORK AUTHORIZATION AFFIDAVIT:** Any contract 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.

Sales will be made in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract. There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or contract unless they are specifically named in the Invitation for Bid as a joint bidder. The principal contracting officer (PCO) is responsible to handle the solicitation and award the contract. The PCO has sole authority to modify the contract and handle disputes regarding the substance of the contract. The PCO is the Procurement Officer of Record, City of Lee's Summit, Missouri. Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

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

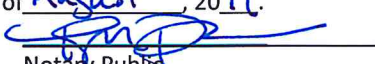
County of Dallas )  
 ) ss.  
State of Texas )  
 Art Ziporin, MD

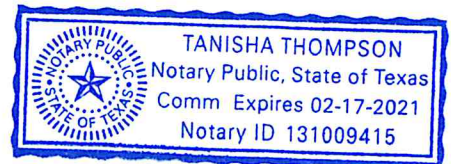
Occupational Health Centers of  
Kansas, P.A. dba Conentra

My name is \_\_\_\_\_ I am an authorized agent of \_\_\_\_\_ Medical Centers ("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 sub-consultant that knowingly employs or contracts with an illegal alien.

  
Affiant  
Art Ziporin, MD

Printed Name  
Subscribed and sworn to before me this 30th day of August, 2019.  
  
Notary Public



SEAL



Company ID Number: 17365

Client Company ID Number: 800721

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Select Medical Corporation (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://e-verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT**

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and

coordination with E-Verify. In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other

published E-Verify rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### **C. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's

responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin



E-Verify verification of all existing employees within 180 days after the election.

- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and
  - b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting

requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III

#### REFERRAL OF INDIVIDUALS TO SSA AND DHS

##### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security

Administration number database (the Numident) or other written verification of the SSN from the SSA.

## B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V SYSTEM SECURITY AND MAINTENANCE

### A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:
  - a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
  - b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
  - c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
  - d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.
2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.
3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.
4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.
5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its

development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## **B. INFORMATION SECURITY REQUIREMENTS**

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

### **C. DATA PROTECTION AND PRIVACY REQUIREMENTS**

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
  - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support

the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

## D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

## E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.





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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

## **F. PENALTIES**

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

## **ARTICLE VI MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### **B. TERMINATION**

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

## ARTICLE VII PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.



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G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Select Medical Corporation (Employer) hereby designates and appoints General Information Services, Inc. (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 17365

Client Company ID Number: 800721

**Approved by:**

<b>Employer</b> Select Medical Corporation	
Name (Please Type or Print) Jennifer Allison	Title VP of Employment Services
Signature 	Date 7/30/2014
<b>E-Verify Employer Agent</b> General Information Services, Inc.	
Name (Please Type or Print) Ashley Moore	Title
Signature Electronically Signed	Date 07/24/2014
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print)	Title
Signature	Date



Company ID Number: 17365

Client Company ID Number: 800721

Information Required for the E-Verify Program	
<b>Information relating to your Company:</b>	
Company Name	Select Medical Corporation
Company Facility Address	4714 Gettysburg Rd Mechanicsburg, PA 17055
Company Alternate Address	
County or Parish	CUMBERLAND
Employer Identification Number	232872718
North American Industry Classification Systems Code	622
Parent Company	
Number of Employees	10,000 and over
Number of Sites Verified for	1,520

Company ID Number: 17365

Client Company ID Number: 800721

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

PENNSYLVANIA	225 site(s)
ALABAMA	5 site(s)
ALASKA	5 site(s)
ARKANSAS	5 site(s)
ARIZONA	21 site(s)
CALIFORNIA	14 site(s)
COLORADO	21 site(s)
CONNECTICUT	49 site(s)
DIST OF COL	3 site(s)
DELAWARE	2 site(s)
FLORIDA	159 site(s)
GEORGIA	34 site(s)
IOWA	2 site(s)
IDAHO	2 site(s)
ILLINOIS	47 site(s)
INDIANA	28 site(s)
KANSAS	21 site(s)
KENTUCKY	49 site(s)
LOUISIANA	4 site(s)
MASSACHUSETTS	9 site(s)
MARYLAND	23 site(s)
MAINE	14 site(s)
MICHIGAN	26 site(s)
MINNESOTA	34 site(s)
MISSOURI	92 site(s)
MISSISSIPPI	20 site(s)
NORTH CAROLINA	44 site(s)
NEBRASKA	2 site(s)
NEW HAMPSHIRE	5 site(s)
NEW JERSEY	186 site(s)
NEW MEXICO	2 site(s)
NEVADA	9 site(s)
NEW YORK	7 site(s)
OHIO	89 site(s)
OKLAHOMA	24 site(s)
OREGON	1 site(s)
SOUTH CAROLINA	32 site(s)
SOUTH DAKOTA	1 site(s)
TENNESSEE	25 site(s)
TEXAS	141 site(s)
UTAH	2 site(s)
VIRGINIA	26 site(s)
WASHINGTON	2 site(s)
WISCONSIN	7 site(s)
WEST VIRGINIA	1 site(s)

Company ID Number: 17365

Client Company ID Number: 800721

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name	Erica Hill
Phone Number	(717) 920 - 6757
Fax Number	(717) 412 - 9355
Email Address	eehill@selectmedical.com

Company ID Number: 17365

Client Company ID Number: 800721

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## **Attachment** **Legal and Risk**

Our Legal and Risk Departments reviewed the terms, conditions, and insurance requirements and made minor modifications to the language. We include these suggested revisions on the following pages. If Concentra is the successful bidder, we desire to engage in open dialogue with the City, review the proposed modifications, and ultimately create an agreement that not only outlines the schedule of services, but also protects the business interests of both the City and Concentra.

**CITY OF LEE'S SUMMIT**  
PROCUREMENT AND CONTRACT SERVICES DEPARTMENT  
220 S.E. GREEN STREET LEE'S SUMMIT, MO 64063  
816-969-1087 Phone 816-969-1081 Fax  
[deedee.tschirhart@cityofls.net](mailto:deedee.tschirhart@cityofls.net)

**TITLE-SIGNATURE PAGE**

**REQUEST FOR PROPOSAL NO. 2020-001**

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

**MEDICAL SERVICES**  
**IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

**PROPOSALS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM PRIOR TO THE OPENING DATE OF 10:00 AM LOCAL TIME ON AUGUST 30, 2019**

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

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(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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**CITY OF LEES SUMMIT REQUEST FOR PROPOSAL 2020-001**

The City of Lee's Summit will accept electronic proposals from firms/providers interested in providing the following: Medical Services as a yearly contract. Proposals must be received electronically in Public Purchase by 10:00 AM Local time, on August 30, 2019.

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

DeeDee Tschirhart, Senior Procurement Officer

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Legal Notice  
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**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: Provide a variety of professional medical and consultative services on a regular basis as a yearly contract for the City's prospective and current employees.

Required medical services include physicals [post-offer, annual wellness, annual Department of Transportation (DOT), and special circumstance, i.e. training course prerequisites]; drug screens [DOT, 10-screen non-NIDA, post-offer pre-employment, random, post-accident, and reasonable suspicion]; vaccinations [hepatitis A and B, influenza, rabies, tetanus, chicken pox, anthrax, Dtap, and MMR ]; and testing [hepatitis/rabies antibody (titer), hazardous material(s) exposure, audiogram, vision acuity (including color recognition)].

In addition, the City requires qualified providers to perform or provide related services such as ergonomic work station assessments and recommendations, job/task analysis- for physical demands and ADA compliance, development of customized physical examinations to match specific job demands, ~~indoor air quality assessment and recommendations~~, health/wellness related training sessions, health fair participation, provision of safety/health/wellness material and/or information. Medical services identified above may be delivered at the provider's location or when requested, be delivered on-site at City facilities.

The City currently has 25 departments located throughout the City limits in approximately 17 separate locations. In addition to the standard City departments Lee's Summit also operates a municipal airport, solid waste landfill, and is responsible for coordinating the medical services requirements for the Parks and Recreation department. The City's workforce population currently consists of approximately 650 full-time and up to 200 part-time, seasonal employees.

Human Resources role in medical services is to liaison between designated providers and the majority of City departments. Currently the HR department has 5 full time staff working to maintain and improve, expand, and enhance the City's ability to accomplish the City's objectives. Police and Fire departments have designated at least 1 full time staff member as liaison with designated providers for the scheduling and coordination of annual physicals and specialized services for public safety employees.

**2. SCOPE OF SERVICES:**
**2.1 Departmental Requirements For Medical Services Are As Follows:**
**2.1.1 Human Resources Department:**

- 2.1.1.1 Post-Offer Physicals
- 2.1.1.2 Post-Offer Drug Screen [10-screen non-NIDA]
- 2.1.1.3 Post-Accident Drug Screen [DOT]
- 2.1.1.4 Post-Injury Drug Screen [10-screen non-NIDA]
- 2.1.1.5 Reasonable Suspicion Drug Screen [10-screen non-NIDA]
- 2.1.1.5 Reasonable Suspicion Drug Screen [DOT]
- 2.1.1.6 Annual Random DOT Drug Screens and Breath Alcohol Tests
- 2.1.1.7 Blood Alcohol Levels
- 2.1.1.8 Influenza Vaccinations
- 2.1.1.9 Rabies Vaccine and 2-year Titer testing
- 2.1.1.10 Hepatitis A Vaccine
- 2.1.1.11 Hepatitis B Vaccine [\(3-shot series\)](#)
- 2.1.1.12 Hepatitis Titer Testing (A, B, C, and combination)
- 2.1.1.13 Provide verbal and written reports of physical exam, drug screening, and breath alcohol tests results
- 2.1.1.14 ~~Fax copies of a~~All reports [will be provided in the Concentra portal](#) within 24 hours of service delivery to City's designated contact.
- 2.1.1.15 Required reports:
  - Drug Screen Results
  - Physical Exam Results
- 2.1.1.16 Provide hard copies of all reports as requested
- 2.1.1.17 Follow City provided protocol
- 2.1.1.18 Coordinate authorization and delivery with City's designated personnel
- 2.1.1.19 Ergonomic assessments and recommendations
- 2.1.1.20 Job/task analysis for physical demands and ADA compliance
- 2.1.1.21 Development of customized physicals to match specific job demands
- ~~2.1.1.22 Indoor air quality sampling, assessment and recommendations~~

2.1.1.23 2.1.1.22 Health/wellness and/or safety-related training sessions (limited)

- ~~2.1.1.24~~2.1.1.23 Provision of safety/health/wellness material and/or information.
- ~~2.1.1.25~~2.1.1.24 Health fair participation

2.1.2 Fire Department Requirements:

- 2.1.2.1 Annual Physical
- 2.1.2.2 PFT – Pulmonary Function Testing including chest x-rays
- 2.1.2.3 Hazardous material(s) exposure levels
  - ✓ Hepatitis vaccinations
  - ✓ Influenza vaccinations
- 2.1.2.4 Provide verbal report of exam results
- 2.1.2.5 Provide hard copies of all reports as requested
- 2.1.2.6 Follow City provided protocol
- 2.1.2.7 Coordinate authorization and delivery with City’s designated personnel

2.1.3 Police Department Requirements:

- 2.1.3.1 Annual Physical
  - ✓ Hepatitis vaccinations
  - ✓ Hepatitis titers
  - ✓ Small Pox vaccinations
  - ✓ Anthrax vaccinations
  - ✓ Rabies vaccinations
  - ✓ Rabies titers
  - ✓ HIV titers
- 2.1.3.2 Special Training Physicals as defined by department
- 2.1.3.3 Provide verbal report of exam results
- 2.1.3.4 Provide hard copies of all reports as requested
- 2.1.3.5 Follow City provided protocol
- 2.1.3.6 Coordinate authorization and delivery with City’s designated personnel

2.1.4 Parks & Recreation Department Requirements:

- 2.1.4.1 Post-Offer Drug Screen [10-screen non-NIDA]
- 2.1.4.2 Provide hard copies of all reports as requested
- 2.1.4.3 Follow City provided protocol
- 2.1.4.4 Coordinate authorization and delivery with City’s designated personnel

2.2 Medical Services:

DOT Random Program & Post-Offer Drug Screens	
5 panel DOT drug screen	
Annual Random Program Fee	
DOT Post Offer, Pre Employment Physical Examinations	
DOT Physical Exam	
Drug & Alcohol Screens	
Drug Screen: 10 panel, PA66 Premier Non-DOT	
Instant 11-Panel	
24/7 Drug Screen Collection Fee ( <a href="#">Guardian (sub) holds all results</a> )	
Drug Screen Confirm Non-Negative	
Observation Fee	
Breath Alcohol	
Blood Alcohol	
BAT Confirm Non-Negative	
Physicals: Post Offer/Pre Employment, Annual and Specialty	
Special (Clandestine Drug, Hazardous Device School, FBI Training, etc)	
Physical exam	
Vital Signs	included
Height	included

Weight	included
Blood Pressure	included
Resting Pulse	included
Respiration Rate	included
Hearing (Whisper Test)	included
Vision	included
Body Fat Analysis	included
Medical History Questionnaire	included
Audiogram	
Profile 3	
Comprehensive Metabolic Panel	included
Lipid Panel Phosphorus	included
Uric Acid	included
Lipid Profile	included
HDL	included
LDL	included
Triglycerides	included
TSH	included
CBC with Differential	included
Urinalysis with micro	included
Electrolyte Panel	
Essential Function Level I	
Essential Function Level II	
Spirometry/PFT (Pulmonary Function Test)	
Respirator Questionnaire Review	
Respirator Physical Exam w/Questionnaire Review	
Respirator Qualitative fit test	
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)	
EKG resting with interpretation	
<del>Stress Treadmill with Interpretation</del>	
Blood Pressure Recheck	
<del>Treadmill moving Fee for each move to and between on sites</del>	
Vision Titmus Screen (w/Color)	
Vision Complete Test (w/Farnsworth)	
PPD (TB skin test)	
Tuberculosis Blood Test	
<del>TB Quantiferon (TB Gold)</del>	
<del>Hgb A1C</del>	
<del>C Reactive Protein (both types)</del>	
Blood Lead Standard Profile (includes ZPP, blood draw only)[Wags1]	
Heavy Metal Screen Blood Profile Level 1	
PSA	
Vaccinations ad Titers	
Influenza (annual seasonal injection)	
<del>Influenza (annual nasal mist)</del>	
On Site Staffing Fee for Flu Shots (each on-site date/time)	
Rabies vaccine (series of 3x = new)	
<del>Rabies vaccine (single 2 year booster)</del>	
RFFIT Rabies Titer (2-year plus S&H)	
Hepatitis A vaccine (series of 2) 20 sets	
Hepatitis B vaccine (series of 3) 20 sets	
Hepatitis A titer	
Hepatitis B titer	
Hepatitis C titer	
Hepatitis titer (Combo A-B-C)	



Tetanus booster
Tdap Booster
HVIAB HIV Titer
Chicken Pox Vaccination
Mump, Measle, Rubella (MMR) Vaccination
MMR Titer
Varicella Titer
Fit For Duty and other Miscellaneous Services
Ergonomic Evaluation (per hour)
Job Evaluation
Minor Fit for Duty
Comprehensive Fit for Duty (Billed per 15 min increments) per hour
Medical Consultation
<del>Establish Office Visit</del>
Health Fair Participation
Cholesterol Checks (instant) (each)
Blood Pressure Check (per hour)
Healthy Weight Check (per hour)
<del>Body Fat (each)</del>
<del>Vision checks (each)</del>
<del>Eye Health Check</del>
Audiometric
<del>Back Health Check (per hour)</del>
<del>Exercise Demo/Suggestions (per hour)</del>
<del>Diet advise (per hour)</del>

**2.3 City-wide Requirements for Medically-related Consultative Services:**

TYPE	EST. QTY.
Work station ergonomic assessments	As needed
Job activity ergonomic assessments	As needed
Analyze job descriptions to identify Post-Offer physical examination components	As needed
Analyze job descriptions to verify ADAAA compliance	As needed
Evaluate job activity to identify post-offer physical examination components	As needed
Advise during development of post-offer physical exams specific to job descriptions/activities, and applicable regulatory compliance.	As needed
Provide air sampling, laboratory evaluation of samples, and make recommendations regarding indoor air quality	As needed
Advise during development of safety and health related training; Provide related topical materials; As applicable supply professionally qualified trainer/speaker. See below <a href="#">(limited to lunch and learns on mutually agreed upon topics available)</a>	
Back Injury Prevention	As needed
Manual Lifting	As needed
Ergonomic Basics	As needed
Carpal Tunnel Syndrome Prevention	As needed
Hepatitis Awareness	As needed
Bloodborne Pathogen Exposure Prevention	As needed
Cholesterol Reduction	As needed
Hypertension Awareness	As needed
Weight, Diet, Exercise for Health	As needed
Eye Health	As needed
Hearing Conservation	As needed
Smoking Cessation	As needed
First Aid	As needed
CPR	As needed
Health Fair Participation (8 hour duration)	Annual
Cholesterol Check	Potential
Blood Pressure Check	Potential
Weight Check	Potential
Body Fat Check	Potential
Audiometric Test	Potential
Vision Check	Potential
Eye Health Check (macular degeneration, cataracts, etc.)	Potential
Back Health Check	Potential
Exercise Demonstration/suggestions	Potential
Diet Advice	Potential

**3. CITY PROVIDED SERVICES:**

- 3.1 City reserves the right to stipulate designated providers and provide authorization for all Medical Services prior to the delivery of said services.
- 3.2 City will provide protocols to all designated providers of Medical Services identifying appropriate contact personnel for scheduling, billing, inquiries, and other specific circumstances as needed.
- 3.3 City will coordinate with designated providers to identify the most effective delivery locations as needed.
- 3.4 City will provide coordination with designated providers to utilize city facilities as appropriate for the delivery of services.

**4. TIMELINE:**

- 4.1 Timeline for RFP Process: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule but it may change due to different circumstances.

Mail RFP Notification	August 13, 2019
Question Cutoff date	August 22, 2019 @ Noon, CST,
Receive Proposals electronically	August 30, 2019 @ 10:00 AM
Meet to review	week of September 9, 2019
Interviews	week of September 16, 2019
City Council	October 2019
Notice to Proceed	November 2019

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**PART II**  
**INSTRUCTIONS TO RESPONDENTS**

**1. MINIMUM QUALIFICATIONS:**

- ❖ All respondents to sections dealing with medical services requiring state licensure must provide documentation verifying applicable current licensure status for the practice of medicine and/or the provision of medical services as required by the State of Missouri.
- ❖ All respondents to sections dealing with medically-related consultative services must include applicable training, education, and/or certifications to verify ability to provide such services in a professionally acceptable manner.
- ❖ Your Proposal is to include, but not necessarily limited to, the following:
  - ❖ Costs of Medical Services
  - ❖ Availability of Medical Services
  - ❖ Minimum Annual Fee (If Any)
  - ❖ Maximum Annual Fee (If Any)
  - ❖ Service Fees/Set-Up Fees/Risk Management Fees or other Misc. Costs (If Any)
  - ❖ Cost of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
  - ❖ Availability of Consultative Services, i.e., Loss Control, Safety Training Materials and/or Seminars, etc.
  - ❖ Confirm that your firm will coordinate and work with designated City personnel in the scheduling of services.
  - ❖ Confirm that your firm will provide reports as requested by the designated City representative on the provision of service.
  - ❖ Identify computer "on-line" or "dial-up" access by the City's designated representative regarding service provision records, including ability to create and download custom reports. NO information is to be added by the City. Note any cost associated with this optional service (if any).
  - ❖ What percentage of your work will the City be?
  - ❖ What is the tenure of any representatives of your firm which will be assigned to coordinate with City representative(s)?
  - ❖ Identify standard turn time between the City requesting an action and completion by your firm. For example: a request to deliver medical services on-site.

- 2. SELECTION PROCESS:** The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process will consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals

Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.

The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.

The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the agreement including cost without engaging in an interview process.

The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top ranking firm if the City determines interviews are necessary.

The Interview Ranking Score Sheet is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.

Upon selection of the top rated firm, the City may negotiate the specific terms of the agreement including cost.

3. **RESPONDENT COST TO DEVELOP PROPOSAL:** All costs for preparing and submitting proposals in response to this RFP are to be the responsibility of the respondent and will not be chargeable in any manner to the City.
4. **INSTRUCTIONS FOR RESPONDING TO THIS RFP:** Submittals must be uploaded into Public Purchase e-procurement system prior to the opening date. . The proposal must be organized using the provided Table of Contents.
5. **TERMS and CONDITIONS:** Any Agreement awarded pursuant to this request for proposal shall be subject to the following Terms and Conditions located in PART IV. Any Proposal conditioned on conflicting Terms and Conditions may be rejected.
6. **NO FINANCIAL INTEREST OR OTHER CONFLICT:** By submission of its response, the bidder certifies that they are in compliance with items 6.1 through 7.4.
- 6.1 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.
- 6.2 The Service Provider hereby covenants that at the time of solicitation submittal the Service Provider has no other contractual relationships which would create any actual or perceived conflict of interest. The Service Provider further agrees that during the term of the contract/agreement neither the Service Provider nor any of its employees shall acquire any other contractual relationships which create such a conflict.
7. **DEBARMENT AND SUSPENSION STATUS:**
- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.
8. **INVOICING AND PAYMENTS:**
- a. Invoices shall be prepared and submitted in duplicate to the City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, Missouri 64063. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of services, unit prices, and extended totals.
- b. Payment schedule is negotiable.
9. **RENEWAL OPTION:**
- a. The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods [with the mutual written agreement of Offeror](#).
- b. Adjustment in cost at the beginning of each renewal period will be limited to the current Federal Consumer Price Index "CPI-U, All items" (Urban Consumers) index CPI rate.
- c. If the consultant requests an increase in compensation for any renewal period, the consultant shall notify the Procurement & Contract Services Manager no less than sixty (60) days prior to the end of the contract period, and shall provide evidence to the satisfaction of the Procurement & Contract Services Manager of increased costs incurred by the consultant for any element of the bid/RFP for which an increase is requested.
- d. The Procurement Officer shall notify the consultant in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.
10. **COOPERATIVE PROCUREMENT WITH OTHER JURISDICTIONS:** This section is optional; it will not affect proposal award. If the City of Lee's Summit awarded you the proposed contract, would you sell under the terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or the Mid America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be FOB Destination and there shall be no obligations on the part of any member of said Council to utilize this Contract).

YES \_\_\_\_\_ NO \_\_\_\_\_ INITIALS: \_\_\_\_\_



**13. SAMPLE AGREEMENT:** The City has included with this RFP a sample agreement for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit a contract which differs from the following example.

**SAMPLE SERVICE AGREEMENT**  
FOR \_\_\_\_\_

This AGREEMENT, made and entered into this day of 20 , by and between the City of Lee's Summit, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and , a of the State of , 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. \_\_\_\_\_ (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.
4. The term of this Agreement shall be from the date first written above. The City may, at its option, renew the Agreement for up to by giving written notice to the Service Provider.
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.

Authorized Signatures from both Successful Firm and City

**ENCLOSURE I**  
**PROPOSAL RANKING SHEET**

**SCORING RANGES**

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

		<u>Maximum Points</u>	<u>Score</u>
1	<p><b>Evaluation Criteria</b></p> <p><b>Evidence of Experience &amp; References with Similar Projects (FORM 3)</b> Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> <li>· Familiarity and experience with similar projects</li> <li>· Consider any sub-consultants to be used and their experience (if applicable)</li> </ul>	30	_____
2	<p><b>Expertise of Firm/Provider Personnel (FORM 4)</b> Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> <li>· Project Manager</li> <li>· Project team</li> <li>· Sub-consultants (if applicable)</li> </ul>	30	_____
3.	<p><b>Applicable Resources (FORM 1, 2, AND 5)</b> Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> <li>· Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>· Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>	10	_____
4.	<p><b>Project Approach (FORM 5)</b> Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.</p> <ul style="list-style-type: none"> <li>· Project schedule and detailed approach is reasonable/responsive to City's needs</li> <li>· Roles of all involved parties clearly identified</li> <li>· Familiarity with project location as evidenced by proposal (if applicable)</li> </ul>		<ul style="list-style-type: none"> <li>· Identify/recognize critical or unique issues specific to the project</li> <li>· Adequacy of proposed communications process</li> <li>· Unique approaches that have been successful elsewhere.</li> </ul>
5.	<p><b>Cost (FORM 6 A)</b> Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	10	

Ranked By: \_\_\_\_\_

**TOTAL POINTS** \_\_\_\_\_  
(100)

5. Cost (FORM 6 A) 10  
Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.

Ranked By: \_\_\_\_\_

TOTAL POINTS \_\_\_\_\_  
(100)



**ENCLOSURE II**  
**INTERVIEW RANKING SHEET**

**SCORING RANGES**

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

		Maximum Points	Score
1	<p><b>Evaluation Criteria</b></p> <p><b>Evidence of Experience &amp; References with Similar Projects (FORM 3)</b> Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> <li>· Familiarity and experience with similar projects</li> <li>· Consider any sub-consultants to be used and their experience (if applicable)</li> </ul>	30	_____
2	<p><b>Expertise of Firm/Provider Personnel (FORM 4)</b> Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> <li>· Project Manager</li> <li>· Project team</li> <li>· Sub-consultants (if applicable)</li> </ul>	30	_____
3.	<p><b>Applicable Resources (FORM 1, 2, AND 5)</b> Evaluate the extent of applicable resources available to the firm/provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> <li>· Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>· Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>	10	_____
4.	<p><b>Project Approach (FORM 5)</b> Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.</p> <ul style="list-style-type: none"> <li>· Project schedule and detailed approach is reasonable/responsive to City's needs</li> <li>· Roles of all involved parties clearly identified</li> <li>· Familiarity with project location as evidenced by proposal (if applicable)</li> </ul>		<ul style="list-style-type: none"> <li>· Identify/recognize critical or unique issues specific to the project</li> <li>· Adequacy of proposed communications process</li> <li>· Unique approaches</li> </ul>
5.	<p><b>Cost (FORM 6 A)</b> Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>	10	
Ranked By: _____		<b>TOTAL POINTS</b>	_____
		(100)	

- 5. Cost (FORM 6 A)  
Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.

10

Ranked By: \_\_\_\_\_

TOTAL POINTS  
(100)

\_\_\_\_\_

**ENCLOSURE III**  
**TABLE OF CONTENTS**

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	Title-Signature Page	Page 1
B.	Table of Contents: Submit this page with page numbers provided.	Page 2
C.	Letter of Transmittal: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	Addenda (if applicable): The respondent must sign and return all numbered addenda with submitted proposal.	Attachment
E.	Provider Profile: Form 1 provided	Page 3
F.	List of Outside Key Consultants/Associates or Agencies that will be Used for The City's Service: Form 2 provided	Page 4
G.	References: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page - __
H.	Resumes: Form 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page __
I.	Project Approach: Form 5 provided (This form must be signed and dated).	Page - __
J.	Cost: Form 6A	Page __
K.	Affidavit, Work Authorization - Form provided (This form must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000).	Page __
L.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000)	Page __

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**FORM NO. 1: PROVIDER PROFILE**

1. Lead Consultant Firm(s) (or Joint Venture) Name and Address:
  - 1a. Firm/Provider is:  National  Regional  Local
  - 1b. Year Firm/Provider Established: \_\_\_\_\_  
Years of Experience providing Medical Services
  - 1c. Licensed to do business in the State of Missouri:  Yes  No
  - 1d. Name, title, telephone number and email address of Principal to contact:
  - 1e. Address of office to perform work, if different from Item No. 1:
  
2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project:
  
3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
  - 3a. Has this Joint Venture previously worked together?  Yes  No

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**FORM NO. 2: KEY OUTSIDE CONSULANTS**

Each respondent must complete this form for all proposed subcontractors.

**SUBCONTRACTOR #1**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before:      Yes or No

Year Firm Established:

Years of Experience providing Medical Services

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

**SUBCONTRACTOR #2**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before:      Yes or No

Year Firm Established:

Years of Experience providing Medical Services

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

**SUBCONTRACTOR #3**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before:      Yes or No

Year Firm Established:

Years of Experience providing Medical Services

Complete Form 4 for all key personnel assigned to this project for this subcontractor.

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**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Firm/Provider (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number and e-mail address:

Estimated Cost (in Thousands) for Entire Project: \$ \_\_\_\_\_

Estimated Cost (in Thousands) for Work Which Firm was/is Responsible: \$ \_\_\_\_\_

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Firms/Provider's responsibility in project: (Please give quantitative indications wherever possible).

Firms/Providers Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

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**FORM NO. 4: RESUME OF KEY PERSONNEL**

Brief resume of key persons, specialists, and individual consultants that shall be assigned to the City project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Consultant Firm with which associated:
- d. Years Experience:  
With this firm \_\_\_\_ Other firms \_\_\_\_
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

**FORM NO. 5: PROJECT NARRATIVE**

Use this space to provide a detailed project approach including but not limited to:

- ✓ Project schedule and detailed approach is reasonable/responsive to City's needs
- ✓ Roles of all involved parties clearly identified
- ✓ Familiarity with project location as evidenced by proposal/interview (if applicable)
- ✓ Identify/recognize critical or unique issues specific to the project and unique approaches used elsewhere
- ✓ Proposed communication process

_____	
Company Name	
_____	
Address	
_____	
City/State/Zip	
_____	
Telephone #	Fax #
_____	_____
Tax ID No.	

_____
Authorized Person (Print)
_____
Signature
_____
Title
_____
Date
_____
Entity Type:



**FORM NO. 6A: FEE SCHEDULE**

DOT Random Program & Post-Offer Drug Screens		Cost Each
5 panel DOT drug screen (CMCA utilized)		\$45
Annual Random Program Fee (CMCA utilized)		\$250
DOT Post Offer, Pre Employment Physical Examinations		Cost Each
DOT Physical Exam		\$75
Drug & Alcohol Screens		Cost Each
Drug Screen: 10 panel, PA66 Premier Non-DOT		\$45
Instant 11-Panel		\$45
24/7 Drug Screen Collection Fee (subcontractor performs and holds results)		Handled by Guardian
Drug Screen Confirm Non-Negative		Included
Observation Fee		Included
Breath Alcohol		\$40
Blood Alcohol		\$55
BAT Confirm Non-Negative		Included
Physicals: Post Offer/Pre Employment, Annual and Specialty		Cost Each
Special (Clandestine Drug, Hazardous Device School, FBI Training, etc.)		
Physical exam		\$68
Vital Signs	included	
Height	included	
Weight	included	
Blood Pressure	included	
Resting Pulse	included	
Respiration Rate	included	
Hearing (Whisper Test)	included	
Vision	included	
Body Fat Analysis	included	
Medical History Questionnaire	included	
Audiogram		\$40
Profile 3		\$725
Comprehensive Metabolic Panel	included	
Lipid Panel Phosphorus	included	
Uric Acid	included	
Lipid Profile	included	
HDL	included	
LDL	included	
Triglycerides	included	
TSH	included	
CBC with Differential	included	
Urinalysis with micro	included	
Electrolyte Panel		\$70
Essential Function Level I		\$75
Essential Function Level II		\$85
Spirometry/PFT (Pulmonary Function Test)		\$50
Respirator Questionnaire Review		\$40
Respirator Physical Exam w/Questionnaire Review		\$70
Respirator Qualitative fit test		\$50
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)		\$85
EKG resting with interpretation		\$80
Stress Treadmill with Interpretation		Not offered by Concentra
Blood Pressure Recheck		Included
Treadmill moving Fee for each move to and between on-sites		Not offered by Concentra
Vision Titmus Screen (w/Color)		\$40
Vision Complete Test (w/Farnsworth)		\$35

PPD (TB skin test)	\$35
Tuberculosis Blood Test	\$150
TB Quantiferon (TB Gold)	Not offered by Concentra
Hgb A1C	Not offered by Concentra
C Reactive Protein (both types)	Not offered by Concentra
Blood Lead Standard Profile (includes ZPP (blood draw only))	\$95
Heavy Metal Screen Blood Profile Level 1	\$215
PSA	\$100
<b>Vaccinations ad Titers</b>	<b>Cost Each</b>
Influenza (annual seasonal injection)	\$35
Influenza (annual nasal mist)	Not offered by Concentra
On Site Staffing Fee for Flu Shots (each on-site date/time)	1 day, no fee. Adtl days \$115/hr
Rabies vaccine (series of 3x = new)	\$400/shot
Rabies vaccine (single 2-year booster)	Not offered by Concentra
RFFIT Rabies Titer (2-year plus S&H)	\$185
Hepatitis A vaccine (series of 2) 20 sets	\$125/shot
Hepatitis B vaccine (series of 3) 20 sets	\$120/shot
Hepatitis A titer	\$150
Hepatitis B titer	\$90
Hepatitis C titer	\$80
Hepatitis titer (Combo A-B-C)	\$250
Tetanus booster	\$70
Tdap Booster	\$105
HVIAB HIV Titer	\$105
Chicken Pox Vaccination	\$190
Mump, Measle, Rubella (MMR) Vaccination	\$145
MMR Titer	\$125
Varicella Titer	\$110
<b>Fit For Duty and other Miscellaneous Services</b>	<b>Cost Each</b>
Ergonomic Evaluation (per hour)	\$300
Job Evaluation	\$150
Minor Fit for Duty	\$85
Comprehensive Fit for Duty (Billed per 15 min increments) per hour	\$100
Medical Consultation	\$200/hour
Establish Office Visit	Not offered by Concentra
Health Fair Participation	Free
Cholesterol Checks (instant) (each)	Part of Biometric Screen \$61.50
Blood Pressure Check (per hour)	Part of Biometric Screen
Healthy Weight Check (per hour)	Part of Biometric Screen
Body Fat (each)	Not offered by Concentra
Vision checks (each)	Not offered by Concentra
Eye Health Check	Not offered by Concentra
Audiometric	\$40
Back Health Check (per hour)	Not offered by Concentra
Exercise Demo/Suggestions (per hour)	Not offered by Concentra
Diet advise (per hour)	Not offered by Concentra

 Occupational Health Centers of Kansas, P.A. dba  
 Concentra Medical Centers

 Company Name  
 19000 E. Eastland Ctr Ct, Ste 200

 Address  
 Independence, MO 64055-7023

 City/State/Zip  
 816.478.9299 816.478.6526

Telephone# 47-2063864 Fax#

Tax ID No.

John R. Anderson, DO, FACOEM

Authorized Person (Print)

 Signature  
 Assistant Corporate Secretary

 Title  
 August 30, 2019

 Date  
 C Corporation

Entity Type:

**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
**GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS**

**1. General.**

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all subcontractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Notice of Claim. The Contractor shall upon receipt of notice of any claim in connection with this Agreement 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.

K. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with

acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement.

If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
  - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.
  - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
  - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

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

## **2. Required Insurance Coverage.**

A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or

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services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

D. **Professional Liability.** If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work in any way related to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Contractor.

**3. Cancellation and Expiration Notice.** Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

**Exhibit D**  
**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 "Seller" means the respondent awarded a contract 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 not be included in the Unit Price.
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 Public Purchase, referencing this 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 Public Purchase. All proposals and supporting documents will remain confidential until a final contract 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 Public Purchase 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 Purchasing office 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: Proposals received after the date and time indicated on the cover sheet shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified must be sealed and uploaded into Public Purchase 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 contract 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 contract 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 contract 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 Seller 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 Seller 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:** Seller 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 Seller, his sub-contractors, employees or agents, and arising out of services performed by Seller, his subcontractors, employees or agents under this contract 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:** Seller 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 Seller's performance under this contract. Seller shall indemnify and hold the City harmless on account of any violations thereof relating to Seller's performance under this contract, 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)).

23. **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. Seller 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 Seller further covenants that in the performance of this contract no person having such interest shall be employed.

24. **DEBARMENT:** By submission of its response, the Seller 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 a Federal Department, agency or provision of law. If the Seller 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 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.

25. **FREIGHT/SHIPPING:** The City of Lee's Summit has its own Freight/Logistics Management Agent, therefore freight/shipping for the products and or services proposed shall be FOB Origin and via the City's Freight Management Representative unless it is more advantageous for the City to use F.O.B. destination, whereby all transportation charges shall be paid by Seller, and shown as a single line item not included in the unit price or cost of the products or services.

26. **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.

27. **Medical Records:**

(a) Custodian. Seller shall serve as the custodian of medical records created at the clinic during the Term of this Agreement. Seller, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the Term of this Agreement. Seller shall also abide by all applicable laws related to Seller and the medical service record retention. City acknowledges that Concentra will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable).

(b) Access. City understands and acknowledges that the Client is not entitled to access any patient medical records except to the extent allowed by law. Seller is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Seller may only disclose protected health information as authorized by and to the extent allowed by law.

(c) Retention and Destruction. Upon the termination of this Agreement for any reason, Seller shall maintain all records created against the statutory and regulatory requirements. Should City request records be maintained by Seller beyond any state, local or federal rule due to an ongoing audit or legal matter, then City shall be invoiced for such retention for as long as such records are retained until written notice from City to destroy such retained records.

~~26.~~ This Section 27 shall survive the termination of this Agreement



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Graham Company The Graham Building 1 Penn Square West Philadelphia PA 19102-	<b>CONTACT NAME:</b> Concentra Unit <b>PHONE (A/C, No, Ext):</b> 215-567-6300 <b>E-MAIL ADDRESS:</b> Concentra_Unit@grahamco.com	<b>FAX (A/C, No):</b> 215-405-2694
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Occupational Health Centers of Kansas, P.A c/o Select Medical Corporation 4716 Old Gettysburg Road Mechanicsburg PA 17055	<b>INSURER A :</b> Columbia Casualty Company <b>INSURER B :</b> American Guarantee & Liability Ins. Co. <b>INSURER C :</b> Liberty Mutual Fire Ins. Co. <b>INSURER D :</b> Allied World Assurance Company, LTD <b>INSURER E :</b> Liberty Insurance Corporation <b>INSURER F :</b> Liberty Mutual Insurance Company	
	<b>NAIC #</b>	
	31127	
	26247	
	23035	
	42404	
23043		

**COVERAGES**

CERTIFICATE NUMBER: 1429569207

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Lia <input checked="" type="checkbox"/> \$1M Claim/\$3M Ag GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HAZ 4032244581-3	6/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-631-510199-039	6/1/2019	10/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 2,000,000	Y	Y	HMC 4032235752-3	6/1/2018	10/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
E F	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA7-63D-510199-019 WC5-631-510199-029	6/1/2019 6/1/2019	10/1/2019 10/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B D	Property Excess Liability			ZMD0119116-04 C023701-004	6/1/2019 6/1/2018	10/1/2020 10/1/2019	SEE BELOW \$10M Each Occurrence \$ 10M Aggregate

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

UMBRELLA LIABILITY COVERAGE includes Excess General Liability on an Occurrence Basis and Excess Professional Liability on a Claims Made Basis. Both Coverages are excess of a \$2,000,000 Self-Insured Retention each Occurrence/Claim subject to a \$10,000,000 Aggregate.

PROFESSIONAL LIABILITY COVERAGE includes Case Management Services including the rendering of case management or utilization review performed by insured for others.

INDIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244595-4; Effective 6/1/2019-10/1/2019 - \$400,000 Each Medical Incident/\$1,200,000 Aggregate Per Insured or Surgeon  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> The Graham Company		<b>NAMED INSURED</b> Occupational Health Centers of Kansas, P.A c/o Select Medical Corporation 4716 Old Gettysburg Road Mechanicsburg PA 17055	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

KANSAS PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244600-4; Effective 6/1/2018-10/1/2019 - \$200,000 Each Medical Incident/\$600,000 Aggregate Per Insured or Surgeon

LOUISIANA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244614-4; Effective 6/1/2019-10/1/2019 - \$100,000 Each Medical Incident/\$300,000 Aggregate Per Insured or Surgeon

NEBRASKA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244628-4; Effective 6/1/2019-10/1/2019 - \$200,000 Each Medical Incident/\$600,000 Aggregate Per Insured or Surgeon

PENNSYLVANIA PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Columbia Casualty Company - Policy #HAZ 4032244631-4; 6/1/2019-10/1/2019 - \$500,000 Each Medical Incident/\$1,500,000 Aggregate Per Insured or Surgeon

WISCONSIN PHYSICIAN PROFESSIONAL LIABILITY COVERAGE - Continental Casualty Company - Policy #HAZ 4032244659-4; 6/1/2019-10/1/2019 - \$1,000,000 Each Medical Incident/\$3,000,000 Aggregate Per Insured or Surgeon

PROPERTY COVERAGE: Risk of Physical Loss or Damage to Covered Property subject to policy terms and conditions.

WORKERS COMPENSATION - Occupational Health Centers of California, A Medical Corporation - Policy #WA5-63D-510199-049; Effective: 6/1/2019-10/1/2019

WORKERS COMPENSATION - Occupational Health Centers of Southwest, P.A. - Policy #WA7-63D-510199-059 and WC7-631-510199-069; Effective: 6/1/2019-10/1/2019

**ADDITIONAL WORKERS COMPENSATION POLICIES:**

- OHC of Arkansas – Policy #WC7-631-510199-079; Effective: 6/1/2019-10/1/2019
- OHC of Southwest (AZ/UT) – Policy #WC2-631-510199-119; Effective: 6/1/2019-10/1/2019
- OHC of Delaware – Policy #WC2-631-510199-109; Effective: 6/1/2019-10/1/2019
- OHC of Georgia/Hawaii – Policy #WC2-631-510199-179; Effective: 6/1/2019-10/1/2019
- OHC of Illinois – Policy #WC2-631-510199-199; Effective: 6/1/2019-10/1/2019
- OHC of Louisiana – Policy #WC2-631-510199-099; Effective: 6/1/2019-10/1/2019
- OHC of Michigan – Policy #WC2-631-510199-189; Effective: 6/1/2019-10/1/2019
- OHC of Nebraska – Policy #WC2-631-510199-149; Effective: 6/1/2019-10/1/2019
- OHC of New Jersey – Policy #WC2-631-510199-139; Effective: 6/1/2019-10/1/2019
- OHC of North Carolina – Policy #WC7-631-510199-089; Effective: 6/1/2019-10/1/2019
- OHC of Southwest (KS) – Policy #WC2-631-510199-129; Effective: 6/1/2019-10/1/2019
- Therapy Centers of Southwest I, PA (OR) - Policy #WC2-631-510199-168; Effective: 6/1/2019-10/1/2019
- Therapy Centers of South Carolina, PA - Policy #WC2-631-510199-159; Effective: 6/1/2019-10/1/2019
- OHC of Minnesota - Policy #WC2-631-510199-229; Effective: 6/1/2019-10/1/2019
- OHC of Alaska - Policy #WC2-631-510199-239; Effective: 6/1/2019-10/1/2019

CYBER LIABILITY - National Union Fire Insurance Company of Pittsburgh, PA - Policy #01-950-31-88; Effective 9/25/2018-2019 - Limit: \$10,000,000 Security and Privacy

EXCESS CYBER LIABILITY - Endurance American Insurance Company - Policy #PRX10009889402; Effective: 9/25/2018-2019 - Limit: \$10,000,000 Each Occurrence/Aggregate

Coverage is provided for all medical professionals currently or previously employed or contracted by the above Named Insured, but only for professional services performed for or on behalf of the above Named Insured.

The City of Lee's Summit, its agents, representatives, officers, directors, officials and employees are additional insureds on the above General Liability, Auto Liability and Umbrella Liability Policies if required by written contract.

Coverage provided to the additional insureds shall apply on a Primary / Non-Contributory Basis on the above General Liability, Auto Liability and Umbrella Liability policies if required by written contract.

Prior to loss, and if required by written contract, Waiver of Subrogation is provided on General Liability, Auto Liability, Umbrella Liability and Workers Compensation Policies for work performed under contract if permissible by state law.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

CITY OF LEE'S SUMMIT  
 PROCUREMENT and CONTRACT SERVICES DIVISION  
 STANDARDIZED EVALUATION FORM  
**Proposal Ranking Score Sheet**  
 Composite

PROJECT: Medical Services  
 RFP NO.: 2020-001

**Composite Proposal Score Sheet**

	30 Point Questions	20 Point Questions	10 Point Questions	pts	# com	max pts	FIRM	FIRM
							CareNow	Concentra
Outstanding	25 - 30	17 - 20	9 - 10					
Exceeds Acceptable	19 - 24	13 - 16	7 - 8					
Acceptable	13 - 18	9 - 12	5 - 6					
Marginal	0 - 12	0 - 8	0 - 4					
<b>1. Evidence of Experience, Reliability and References: (FORM 3):</b> Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? Consider any sub-consultants to be used and their experience (if applicable).				30	5	150	65	126
<b>2. Expertise of Firm Personnel: (FORM 4):</b> Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: Project Manager, Project team, sub-consultants (if applicable).				30	5	150	76	125
<b>3. Applicable Resources: (FORM 1, 2, AND 5):</b> Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. Standard Quality Assurance/Quality Control program or procedures the firm has in place. Adequacy of proposed team/resources to complete project within proposed time frame.				10	5	50	36	42
<b>4. Project Approach: (FORM 5):</b> Evaluate the firm/ provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out. Project schedule and detailed approach is reasonable/responsive to City's needs. Roles of all involved parties clearly identified. Familiarity with project location as evidenced by proposal (if applicable). Identify/recognize critical or unique issues specific to the project. Adequacy of proposed communications process. Unique approaches that have been successful elsewhere.				20	5	100	58	87
<b>5. Cost: Includes all related cost associated with this project. (FORM 6A/6B):</b>				10	5	50	50	35
				<b>100</b>		<b>500</b>	<b>285</b>	<b>415</b>



Vision Complete Test (w/Farnsworth)	\$20.00	\$35.00	
PPD (TB skin test)	\$20.00	\$35.00	
Tuberculosis Blood Test		\$150.00	
TB Quantiferon (TB Gold)	\$120.00		
Hgb A1C	\$26.00		
C Reactive Protein (both types)	\$48.00		
Blood Lead Standard Profile (includes ZPP)	\$75.00	\$95.00	
Heavy Metal Screen Blood Profile Level 1	\$110.00	\$215.00	
PSA	\$20.00	\$100.00	
Vaccinations ad Titers	Cost Each	Cost Each	
Influenza (annual seasonal injection)	\$25.00	\$35.00	
Influenza (annual nasal mist)			
On Site Staffing Fee for Flu Shots (each on-site date/time)	\$150.00		
Rabies vaccine (series of 3x = new)		\$400.00	
Rabies vaccine (single 2-year booster)			
RFFIT Rabies Titer (2-year plus S&H)	\$100.00	\$185.00	
Hepatitis A vaccine (series of 2) 20 sets	\$80.00	\$125.00	
Hepatitis B vaccine (series of 3) 20 sets	\$80.00	\$120.00	
Hepatitis A titer	\$80.00	\$150.00	
Hepatitis B titer	\$70.00	\$90.00	
Hepatitis C titer	\$90.00	\$80.00	
Hepatitis titer (Combo A-B-C)		\$250.00	
Tetanus booster	\$45.00	\$70.00	
Tdap Booster	\$65.00	\$105.00	
HVIAB HIV Titer		\$105.00	
Chicken Pox Vaccination	\$150.00	\$190.00	
Mump, Measle, Rubella (MMR) Vaccination	\$100.00	\$145.00	
MMR Titer	\$100.00	\$125.00	
Varicella Titer	\$75.00	\$110.00	
Fit For Duty and other Miscellaneous Services	Cost Each	Cost Each	
Ergonomic Evaluation (per hour)			\$300.00
Job Evaluation			\$150.00
Minor Fit for Duty			\$85.00
Comprehensive Fit for Duty (Billed per 15 min increments) per hour			\$100.00
Medical Consultation			\$200.00
Establish Office Visit			
Health Fair Participation			\$0.00
Cholesterol Checks (instant) (each)			
Blood Pressure Check (per hour)	na		\$61.50
Healthy Weight Check (per hour)			
Body Fat (each)			
Vision checks (each)			
Eye Health Check			
Audiometric			\$40.00
Back Health Check (per hour)			
Exercise Demo/Suggestions (per hour)			
Diet advise (per hour)			
	\$3,488.00	\$4,948.00	\$936.50

\* NOTE: Cost moved as a separate total because CareNow does not perform this

## Packet Information

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**File #:** TMP-1385, **Version:** 1

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An Ordinance approving the use of a Cooperative Contract between the State of Missouri and Environmental Systems Research Institute for GIS software and maintenance and authorizing the City Manager to execute the same by and on behalf of the City of Lee's Summit, Missouri.

Issue/Request:

An Ordinance approving the use of a Cooperative Contract between the State of Missouri and Environmental Systems Research Institute (ESRI) for GIS software and maintenance and authorizing the City Manager to execute the same by and on behalf of the City of Lee's Summit, Missouri.

Background:

The current contract between the State of Missouri and Environmental Systems Research Institute (ESRI) is ending. The State of Missouri issued a solicitation and awarded a new contract to Environmental Systems Research Institute (ESRI) for one-year with the option for four (4) one-year renewals. As a municipality in the State of Missouri, the City of Lee's Summit is allowed to use this contract.

The City spends \$50,000.00 - \$70,000.00 a year on the current contract.

Key Issues:

-The City uses GIS software in several departments; the agreement is for the ongoing cost to use the software and associated maintenance.

Proposed Committee Motion:

I move to recommend to the City Council for approval an Ordinance approving the use of a Cooperative Contract between the State of Missouri and Environmental Systems Research Institute for GIS software and maintenance and authorizing the City Manager to execute the same by and on behalf of the City of Lee's Summit, Missouri.

Impact/Analysis:

Rick Gentry, Procurement and Contract Services Manager

Staff recommends approval.





**BILL NO. 19-**

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AN ORDINANCE APPROVING THE USE OF A COOPERATIVE CONTRACT BETWEEN THE STATE OF MISSOURI AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE FOR GIS SOFTWARE AND MAINTENANCE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT, MISSOURI.

WHEREAS, the City of Lee's Summit (the "City") currently uses GIS software and maintenance from Environmental Systems Research Institute ("ESRI"); and,

WHEREAS, Section 5.4 of the Procurement Policy allows the City to make purchases from contracts that were originally procured by another entity but have extended the pricing and terms of such contract to other entities such as the City; and,

WHEREAS, the City is able to purchase the needed GIS software and maintenance pursuant to a contract between the State of Missouri and ESRI ("Cooperative Contract No. 2020-022"); and,

WHEREAS, Section 5.4 of the Procurement Policy requires that cooperative contracts that have an estimated annual spend of \$50,000.00 or more be approved by City Council before they are used; and,

WHEREAS, the City anticipates spending over \$50,000.00 annually through this on the purchase of GIS software and maintenance.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby approves the City's use of the State of Missouri contract with Environmental Systems Research Institute (ESRI), Contract #CT200283001 (referred to as "Cooperative Agreement"), a copy of which is on file with the Procurement Division of the Finance Department and incorporated herein by reference, and authorizes the City Manager to execute an agreement by and between the City and ESRI, pursuant to the Cooperative Agreement, to purchase software and maintenance, on an as-needed basis, listed in the Cooperative Agreement.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

SECTION 3. Should any section, sentence, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**BILL NO. 19-**

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\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management and Operations Daniel R. White



# LEE'S SUMMIT MISSOURI

## NOTICE OF PARTICIPATION-COOPERATIVE/PIGGY-BACK

September 20, 2019

Environmental Systems Research Institute (ESRI)  
Attn: Leslie Killian  
380 New York Street  
Redlands, CA 92373

Re: City of Lee's Summit Participation in Cooperative for ESRI GIS Software & Maintenance- LS #2020-022  
Originating Entity: State of Missouri  
STMO Contract # CT200283001

Dear Ms. Killian,

You are hereby notified that the City of Lee's Summit, Missouri may be a participant in the above referenced Contract. All terms, conditions and pricing of the Contract will apply to purchases and/or utilization of said Contract by the City of Lee's Summit, Missouri.

Your organization shall return the following document within (7) seven days after receipt of this Notice of Participation via email to Mrs. Des Collins at [desiree.collins@cityofls.net](mailto:desiree.collins@cityofls.net):

- ◆ Sign and return Notice of Participation
- ◆ Certificate of Insurance, including required additional insured endorsements for CGL and Auto policies and waiver of subrogation endorsements for CGL, Auto and Workers Comp as specified in the contract.

This procedure does not imply an exclusive contract, nor does it preclude the city from bidding or purchasing items from other sources. The Contract is effective from September 1, 2019 through August 31, 2020.

Please be advised that all orders or work regarding this Contract will require a Purchase Order and all invoices provided to the City for payment must reference the Purchase Order number. For prompt payment, all invoices 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](mailto:ap@cityofls.net).

If you have any questions or problems during the contract year, do not hesitate to contact the Procurement Division at 816-969-1082.

CITY OF LEE'S SUMMIT:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Office of City Clerk

CONTRACTOR

Timothy BRAZEL  
Type or Print Name Legibly

T-B-  
Authorized Signature

Manager, Commercial & Government Contracts  
Title  
**ENVIRONMENTAL SYSTEMS  
RESEARCH INSTITUTE, INC.**

\_\_\_\_\_  
Name of Company

Approved as to Form:

\_\_\_\_\_  
Office of the City Attorney

*The mission of the Purchasing Division is to provide innovation, value and cost-effective solutions with integrity while preserving the public trust.*

## Packet Information

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**File #:** TMP-1382, **Version:** 1

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An Ordinance repealing the current City of Lee' Summit Procurement Policy, as adopted by Ordinance No. 8253, and adopting in lieu thereof a new policy entitled Procurement Policy for the City of Lee's Summit, Missouri.

Issue/Request:

An Ordinance repealing the current City of Lee' Summit Procurement Policy, as adopted by Ordinance No. 8253, and adopting in lieu thereof a new policy entitled Procurement Policy for the City of Lee's Summit, Missouri.

Background:

The City's current procurment policy was adopted in October 2017 pursuant to Ordinance No. 8523. Section 15 of the policy requires staff to review the policy at least every two years for necessary updates and present such change to the City Council for approval.

Feedback and input for the revised policy was gathered from many users. The internal procurement staff had an opportunity to modify and improve the policy; a committee made up of representatives from the Law, Parks and Recreation, and Finance then reviewed it. Once drafted the updated policy was reviewed by the City Manager, City Supervisors, and the Management Team. During each review level, valuable feedback was received and used to refine and improve the policy.

Significant updates to the policy include:

- Restructuring of the sections in the policy by separating processes from approval levels, and creating sections for unique items
- Updated law references and phrasing to make expectations clearer
- Updated processes to promote innovative processes in procuring goods and services
- Cleaned up definitions by editing moving into the appropriate section of the policy
- Provide transparency of processes and approval levels

Key Issues:

The proposed policy is to provide improved communication of processes, approval levels, and expectations to improve efficiencies of operations for the City. This is done by restructuring the organization of the Policy, providing clear communication, updating terminology to allow for policy alignment with future changes to state law, City Charter, or Council actions.

Proposed Committee Motion:

I move to recommend to the City Council for approval an Ordinance repealing the current City of Lee' Summit Procurement Policy, as adopted by Ordinance No. 8253, and adopting in lieu thereof a new policy entitled Procurement Policy for the City of Lee's Summit, Missouri.

Rick Gentry, Procurement and Contract Services Manager

Staff recommends repealing the current policy and approving the new policy.

**BILL NO. 19-**

**AN ORDINANCE REPEALING THE CURRENT CITY OF LEE'S SUMMIT PROCUREMENT POLICY AS ADOPTED BY ORDINANCE NO. 8253, AND ADOPTING IN LIEU THEREOF A NEW POLICY ENTITLED PROCUREMENT POLICY FOR THE CITY OF LEE'S SUMMIT, MISSOURI.**

WHEREAS, the City of Lee's Summit Procurement and Contract Services Division of the Finance Department provides semi-centralized procurement of goods and services for City operations; and,

WHEREAS, the City Council adopted the current version of City of Lee's Summit current Procurement Policy on October 5, 2017 Ordinance No. 8253; and,

WHEREAS, Section 15 of the Procurement Policy requires staff to review the policy at least every two years to ensure compliance and bring any necessary updates to the City Council for approval; and,

WHEREAS, the policy has been extensively reviewed by the Procurement and Contract Services Division, City Departments, and Law for updating and compliance, and a new policy has been written; and,

WHEREAS, the City Council of the City of Lee's Summit, Missouri now desires to repeal the current version of the City of Lee's Summit Purchasing Policy and enact in lieu thereof the City of Lee's Summit Procurement Policy attached to this Ordinance.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The City of Lee's Summit Procurement Policy, adopted pursuant to Ordinance No. 8253, for the City of Lee's Summit, is hereby repealed in its entirety.

SECTION 2. The Procurement Policy for the City of Lee's Summit, attached hereto as Exhibit A and incorporated herein by reference, be and is hereby adopted.

SECTION 3. The City Manager is authorized to make or cause to make purchases consistent with the provisions of the Procurement Policy for the City of Lee's Summit, and in accordance with applicable requirements for the budgeting and appropriation of funds.

SECTION 4. Should any sentence, section, or clause of this Ordinance be declared invalid or unconstitutional, such declaration shall not affect the validity of the remaining sections, sentences or clauses.

SECTION 5. This Ordinance shall be in full force and effect from and after the date of its adoption, passage and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this \_\_\_\_\_ day of

\_\_\_\_\_, 2019.

**BILL NO. 19-**

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\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor *William A. Baird*

ATTEST:

\_\_\_\_\_  
City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

\_\_\_\_\_  
Chief Counsel of Management and Operations  
*Daniel R. White*



**LEE'S SUMMIT**  
MISSOURI

# **Procurement Policy**

**for the**

**City of Lee's Summit, Missouri**

Approved by City Council:  
Ordinance No.



**City of Lee's Summit  
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## **SECTION 1. PROCUREMENT DEFINITIONS**

**\*\*\*Abrogate:** To annul or repeal a law or pass legislation that contradicts the prior law. Abrogate also applies to revoking or withdrawing conditions of a contract.

**\*Accept:** To receive as approved, adequate, or satisfactory. To receive willingly with the intent of retaining.

**\*Acquisition:** The process of obtaining supplies, services, construction or real estate through purchase, lease, or grants.

**\*Affidavit:** A written statement of facts provided by one party which may be made under oath before a person of authority. An Affidavit may be required as part of a bid or request for proposal solicitation. For City purposes, affidavits shall be notarized.

**\*Agent:** A person authorized by a superior, i.e. principal, to act for him or her.

**\*Agreement:** An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously. Generally, agreements are approved "as to form" and for legal sufficiency prior to execution.

**\*Amendment:** An agreed addition to, deletion from, correction or modification of a document or contract.

**\*Authority:** The right to perform certain acts or prescribe rules governing the conduct of others.

**\*Award:** The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder or offeror.

**\*Best and Final Offer (BAFO):** In a competitive negotiation, the final proposal submitted after negotiations are completed that contains the proposer's most favorable terms for price, services and products to be delivered.

**\*Best Value:** An assessment of the return which can be achieved based on the total life cycle cost of the item; which may include an analysis of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, service, and time and cost considerations over the useful life of the acquired item. A procurement method that emphasizes value over price. The best value might not be the lowest cost. Generally achieved through the Request for Proposal (RFP) method.

**\*Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

**\*Blanket Order:** A purchase order under which a contractor/vendor agrees to provide goods or services to a purchaser on a demand basis; the contract generally establishes prices, terms, conditions, and the period covered, although no quantities are specified; shipments are to be made when and as required by the purchaser which in certain cases may be the end user.

**+Change Authorization:** A form used on construction contracts when an amendment to the original contract is requested by the contractor and the work must proceed prior to processing a change order in order to prevent project delays.

**\*Change Order:** A written alteration that is issued to modify or amend a construction contract or construction project purchase order. A bilateral (agreed to by all parties) or unilateral (government orders a contract change without the consent of the contractor) request which directs the contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans or specifications of the project.

- \*Competitive Negotiations: A procurement method for obtaining goods, services and construction for public use in which discussion and negotiations may be conducted with responsible offerors who submit responsive proposals.
- \*Construction: The process of utilizing labor to build, alter, improve, or demolish any structure, building or public improvement; generally does not apply to routine maintenance, repair or operation (MRO) of existing real property.
- +Construction Management: Construction management is the overall planning, coordination, and control of a project from beginning to completion as defined by state statute.
- \*Contract: An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or abstain from doing some act. The essential elements of a contract are an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness. A legally binding promise, enforceable by law. An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations.
- +Contractual Year: The dates used to identify annual spend on a contract when the contract's dates are not congruent with the fiscal year; such as 3/22/19 – 3/21/20. The amount is used in determining the appropriate approval level in Section 4.
- \*Design-Build: A delivery method for construction projects that combines the architectural, engineering, and construction services required for a project into a single contractual agreement.
- \*Designee: A duly authorized representative.
- \*\*Electronic Bidding (e-bidding): Is an electronic bidding event (without awarding commitment) according to defined negotiation rules (e-Agreement). A buyer and two or more suppliers take part in this online event.
- +Emergency: An unexpected and urgent situation where an immediate threat to public health and safety exists; where conservation of public resources is at risk; where an immediate response is necessary to prevent further damage to public property, machinery, or equipment; or where delay would result in significant financial impact to the City as determined by the City Manager.
- \*Enterprise Resource Planning (ERP): A business process software system that manages multiple management systems. May include finance, accounting, human resources, purchasing, inventory control, and other activities.
- \*eProcurement (ePro): Conducting all or some of the procurement function over the Internet through point, click, buy, and ship Internet technology.
- \*\*\*Fee Simple: Absolute title to land, free of any other claims against the title, which one can sell or pass to another by will or inheritance.
- \*Formal Bid: A bid that must be submitted in a sealed envelope and in conformance with a prescribed format to be opened in public at a specified date and time. As it pertains to the City, formal bids must be solicited for all goods or services \$50,000.00 or more.
- \*Free on Board (FOB) Destination: Where the seller or consignee delivers the materials to a specified delivery point. The cost of shipping and the risk of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.
- \*Informal Bid/Proposal: A competitive bid, price quotation or proposal for supplies or services that is conveyed by a letter, fax, e-mail or other manner that does not require a formal sealed bid or proposal, public opening or other formalities. Generally relegated to requirements that may be considered low value or fall under a stipulated price/cost threshold. As it pertains to the City, informal bids/proposals are to be solicited for goods or services when the annual spend is to be less than \$50,000.00 annually.

\*Invitation for Bid (IFB): All documents used to solicit competitive or multi-step bids.

\*Invitation to Negotiate (ITN): A competitive negotiation process that is used when the procurement authority deems it is in its best interest to negotiate with offerors to achieve “best value.” A form of source selection that is similar to the Request for Proposal process.

\*Life Cycle Cost : The total cost of ownership over the life span of the asset.

\*\*\*Lowest and Best: in determining the lowest and best responsive bidder, cost, and other factors are to be considered in the evaluation process. Factors may include, but are not limited to, value, performance, and quality of a product. 34.010.2 RSMo

\*Modification: Any written alteration to a provision of any contract accomplished by mutual agreement of the parties to the contract. Used synonymously with the term Amendment.

\*Procurement: Purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction; includes all functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. The combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage and disposal operations.

+Procurement and Contract Services Manager: The City’s chief procurement officer responsible for management of Procurement and Contract Services, monitoring of services provided by the division, and other responsibilities as designated within the policy.

\*Protest: A written objection by an interested party to a solicitation or award of a contract with the intention of receiving a remedial result. May be filed in accordance with the agency policy and procedure within predetermined timelines.

+Project: A planned piece of work that has a specific purpose (such as to find information/solution or to make something new) and that usually requires a lot of time.

\*Project Manager: Designated individual within the agency to administer a specific task or contract.

\*Purchase Order: A purchaser’s written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.

+Qualification Based Selection (QBS): QBS is a process used by the City to obtain statements of qualifications for architectural, engineering, land surveying, or landscape architecture as required by state statute. The City also follows this process for design-build services and may choose QBS for other services unless prohibited by law or other policies.

\*Quote: An informal purchasing process which solicits pricing information from several sources.

\*Quotation: A statement of price, terms of sale, and description of goods or services offered by a vendor; may be non-binding if solicited to obtain market information for planning purposes.

+Real Property: Real property shall be disposed of or acquired as allowed under this policy and state statute.

\*Request for Information (RFI): A non-binding method whereby a jurisdiction publishes via newspaper, internet, or direct mail its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc.

\*Request for Proposal (RFP): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms including price prior to contract award. May include a provision for the negotiation for Best and Final Offers.

+Request for Qualifications (RFQ): A document issued by the City to obtain statements of qualifications for professional services such as architectural, engineering, land surveying, or landscape architecture. This document is part of the QBS process.

\*Requisition: An internal document by which a using agency sends details of supplies, services, or materials required to the Procurement and Contract Service Department. Requisitions are entered into and processed by the City's ERP system.

\*Responsible Bidder/Offeror: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

\*Responsive Bidder/Offeror: A contractor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

\*Scope of Work (SOW): A detailed, written description of the conceptual requirements for the project contained within a Request for Proposal. The scope of work should establish a clear understanding of what is required by the entity.

\*Sole Sourcing: A situation created due to the inability to obtain competition. A procurement method where only one supplier possesses the unique ability or capability to meet the particular requirements of the solicitation. As it pertains to the City, a sole source justification from the requester is required as set forth in this policy.

\*Specification: A precise description of the physical or functional characteristics of a product, good or construction item. A description of goods as opposed to a description of services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

\*Surplus Property: Refers to goods or materials that are obsolete or no longer needed by the agency and are designated for disposal. Said items may disposed of by auction, sealed bid or disposal.

\*Term Contract (aka: On-Call, Term & Supply or Yearly): A type of contract in which a source of supply is established for a specified period of time for specified services or supplies all at a predetermined unit price; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price.

+Transaction: A Transaction is a single occurrence of buying or selling something; a business deal. A transaction is an agreement between a buyer and a seller to exchange goods, services or financial instruments.

\*Terms and definitions from the "Public Procurement Dictionary of Terms". "The Comprehensive Reference for Public Purchasing Terms and Concepts". National Institute of Governmental Purchasing, Inc. (NIGP), 151 Spring Street, Herndon, VA 20170. Copyright 2012 by NIGP.

\*\* Terms and definitions from Wikipedia.

\*\*\* Definitions from Law.com.

+Definitions were determined based on current City practices and processes.

## **SECTION 2. AUTHORITY AND ENFORCEMENT**

**2.1 Compliance with Policy.** The acquisition of property, products and services by or on behalf of the City of Lee's Summit, its departments, officials and authorized agents shall be made in accordance with the procurement policy contained herein unless otherwise specified by City Charter or approved by the City Council.

**2.2 Parks and Recreation Department.** Procurement for the Parks and Recreation Department shall follow the standards and requirements set forth in this policy. Unless otherwise provided by City Charter, or other applicable law, the Administrator of Parks and Recreation shall exercise the authority that would otherwise be exercised by the City Manager, as set forth in this policy regarding procurements for the Parks and Recreation Department. The Parks and Recreation Board shall exercise the authority that would otherwise be exercised by the City Council, as set forth in this policy, regarding procurements for the Parks and Recreation Department.

**2.3 Authorized ERP System Users.** Department Directors shall submit to the Information Technology Services (ITS) Department a list of personnel authorized to issue requisitions, approve requisitions and conduct receiving functions on behalf of said department. It will be the Department Directors or their designees' responsibility to inform the ITS Department of any changes to the departmental listings. ITS shall update the City's ERP system accordingly.

**2.4 Unauthorized Purchases/Transactions.** Any purchase or any transaction that does not comply with this policy shall be considered an unauthorized purchase and may result in disciplinary action as identified herein, which may also include repayment/restitution to the City. When an unauthorized purchase becomes evident, the Procurement and Contract Services Manager, P-Card Administrator (if applicable), designated procurement representative or any other City employee will notify the applicable Department Director. The Director shall be responsible for submitting a memorandum outlining the facts and circumstances of the purchase, as well as steps taken to avoid future unauthorized purchases, to the Procurement and Contract Services Manager, P-Card Administrator (if applicable), and City Manager.

**2.4.1 Enforcement.** The City Manager will have the responsibility for the enforcement of this administrative policy. Department Directors will be entrusted with the responsibility of enforcing the policy within their departments.

**2.4.2 Disciplinary Action.** Noncompliance with the provisions of the Procurement Policy may result in the initiation of applicable disciplinary action as identified in the City Charter, Code of Ordinances or Personnel Policies. Any disciplinary action for violation of this policy shall be determined by the City Manager in accordance with section 2.4.1 Enforcement.

**2.5 Split Purchase.** Intentionally breaking an order or project to an external vendor(s) in to two or more purchases/payments to avoid procurement policy processes. Split purchases shall not be permitted and shall be considered a violation of this Policy.

**2.6 Contracting Authority.** Unless otherwise established by the City Charter, this policy, or by the City Council, the City Manager shall execute all documents necessary to effectuate the procurement of goods and services or that generate revenue on behalf of the City of Lee's Summit. All approval levels and requirements stipulated in this policy shall be adhered to, unless otherwise approved by the City Council.

**2.7 Renewal of Contracts/Agreements.** Contracts/Agreements may be renewed by the City Manager without additional Council approval as long as the original Contract/Agreement contained terms allowing for renewals. The User Department shall have the authority to recommend to Procurement approval of proposed renewal price increases if they concur. The vendor shall provide justification for price increases; the City is to determine if it is reasonable, fair, mutually agreed to, and within the parameter(s) established in the original solicitation. Prior to execution, the resulting renewal contract/agreement shall be approved by the Law Department and City Manager.

**2.8 Prohibited Acts by Elected and Appointed Public Officials and Employees.** For any transaction identified in this policy, the City shall not knowingly purchase any service, good or property from any Councilmember, the Mayor or any City Employee or any entity in which he or she holds a “substantial interest”. For purpose of this section the term “substantial interest” shall mean ownership by the individual either directly or indirectly of ten percent or more of any business entity, or of an interest having a value of ten thousand dollars or more, or the receipt by an individual of a salary, gratuity or other compensation or remuneration of five thousand dollars, or more per year from an individual, partnership, organization, or association within any calendar year. Additionally, it is recognized that it is difficult or impossible for every employee utilizing a purchasing card to have knowledge of every entity which a Councilmember, the Mayor or another employee may hold an interest as described above; however, the City shall exercise its best efforts to refrain from conducting such transactions utilizing a purchasing card and shall not knowingly do so.

### **SECTION 3. GENERAL REQUIREMENTS**

**3.1 Specifications.** It is the responsibility of the department to write specifications and establish the quality of the product or service required. Procurement and Contract Services may assist the department in writing specifications, upon department request. Specifications shall be written to foster competition.

**3.2 Preference Policy.** The City does not have a preference policy to purchase commodities or services from state, local, or minority enterprises. The City encourages participation in solicitation processes from local and regionally based businesses through education and recruitment activities. The City engages in processes to foster participation of qualified small and minority businesses and women’s business enterprises as required by grant funding as more fully outlined in Section 3.5, below.

**3.3 Domestic Product Policy.** The City of Lee’s Summit has adopted a formal written policy to encourage the purchase of domestic products that are manufactured or produced in the United States (See City of Lee’s Summit Resolution No. 87-18, section 34.353 3(5) RSMo).

**3.4 Green Procurement and Recycled Products.** City staff is encouraged to integrate environmental factors into the City’s buying decisions and procure environmentally preferable goods and services whenever practicable. Consideration should be given to:

- a. Replacing disposable with re-usable, recyclable, or compostable goods whenever possible. Specify and/or purchase products which contain a high percentage of post-consumer recovered material, reduce waste in the manufacture and use of products, and reduce packaging.
- b. Specifying non-virgin materials when comparable performance can be achieved.
- c. Life cycle cost.
- d. Impacts and threats of harm to human health or the environment.
- e. The environmental performance of vendors in providing products and services.

**3.5 Purchases Supported by Grant Funds.** Departments shall review all requirements for grant funding to ensure the procurement process required as a condition to receiving said grant funds are complied with during the procurement of the item. Procurement and Contract Services will assist in the inclusion of all required procedures that are in addition to the requirements of this policy.

- To encourage participation from qualified small and minority businesses and women’s business enterprises, the City will add qualified businesses on solicitation lists; send solicitation notices to qualified businesses and as appropriate use such organizations as the Small Business Administration and the Minority Business Development Agency to identify qualified businesses.
- To the extent that a grant contains a requirement related to mandatory procurement policies that are not contained in this Procurement Policy, the City Manager shall have the authority waive provisions of this



policy in the form of a written memorandum for the limited purpose of ensuring compliance with the grant requirement; such requirements however shall not alter the approval levels as set forth herein, or violate any existing ordinances or resolutions of the City. Any such waivers shall be made in writing.

**3.6 Computer Related Items.** Purchases of computer-related equipment/software must be made via the ITS Department unless the Chief Technology Officer (CTO) delegates certain purchases to certain departments. All purchases shall be in compliance with the procurement policy contained herein. Prior approval of the CTO or designee is required to purchase, transfer or dispose of any computer software or related hardware.

**3.7 Capital Asset Items.** Departments are responsible for following the City's Capital Asset Policy when accepting and receiving any item that meets the definition of a capital asset. An item is a capital asset if: a. It is tangible in nature; b. Has a useful life longer than two years; and c. Has a value exceeding \$5,000.00.

**3.8 Sensitive Asset Items.** A sensitive asset is an asset with a value of \$5,000.00 or less which could easily be adopted for personal use or converted into cash, including property for which theft, loss, or misplacement could be dangerous to the public safety or community security. Sensitive asset property must be subject to physical security, protection, control and accountability by the department assigned with responsibility of the asset. Examples of sensitive asset items include but not limited to: a. Fire Arms and Weapons; b. Computers; c. Cellular Phones; and d. Audio Visual Equipment.

**3.9 Construction Projects.** Construction Projects should be procured through and coordinated with the Public Works Department. Projects of this type and size require specific construction documents, professional services and management. Contracts of \$50,000.00 or more require Committee and City Council approval.

**3.10 Licenses.** If applicable, the Procurement and Contract Services Division shall be responsible for ensuring that valid business licenses are on file for all contracts. If applicable, for purchases made from vendors which are not on a valid contract, the procuring department shall be responsible for confirming a valid business license exists.

A business license shall not be required if the vendor's place of business does not reside within the corporate limits of the City of Lee's Summit and the vendor is only delivering products or equipment within the City.

**3.11 Insurance Requirements.** If applicable, vendors shall provide a certificate of insurance and endorsements in accordance with all contractual requirements. Contact the Risk Manager in the Law department for assistance with insurance requirements.

**3.12 Vendor Requirements.** To be placed in the City's ERP system as a vendor, vendors are required to provide a Federal W-9 and a completed City's Vendor Information Form to the applicable ordering/contracting department. The department must provide said forms to the City's Accounts Payable Division.

**3.13 Work Authorization and E-Verify.** For any contract for services greater than \$5,000, the successful bidder shall comply with RSMo 285.530, 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 contract. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. When applicable, solicitations shall require the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program prior to the issuance of a contract.

**3.14 Prevailing Wage.** Contracts for construction or major repair projects that have an estimated or actual expenditure of \$75,000 or more shall comply with RSMo 290.210, et seq, as amended. Missouri's prevailing wage

law establishes a minimum wage for certain projects. For assistance determining if a project is prevailing wage, contact the Law Department.

**3.15. Contract Total Cost:** Departments shall include the annual cost of goods, services, maintenance, shipping, handling, travel expenses, labor, installation, and any other ancillary costs as part of Total Cost when applying approval levels in Section 4. The annual Lease amount for equipment or real property and associated ancillary costs shall be used as the total cost when applying approval levels in Section 4.

**3.16 Funding.** Prior to initiating any procurement, staff shall ensure that sufficient funds are available for the acquisition of the goods and/or services.

#### **SECTION 4. APPROVAL LEVELS**

The following approval levels, based on annual Contract Total Cost, apply to the purchase of items and services not currently under contract. Unless otherwise stated herein, all contracts in which the City is expending \$50,000.00 or more annually, or is anticipated by City staff to result in commission from a vendor of \$50,000.00 or more annually shall be subject to approval by the applicable committee and City Council. Process descriptions are in Section 5 Solicitation Processes. Contact Procurement and Contract Services for assistance.

Contracts for purchases of less than \$10,000.00: A contract or insurance rider may be needed for services performed on City property or if vendor is interacting with the Public on the City's behalf. Contact the Risk Manager for insurance requirements.

**4.1 Level I – Discretionary Transactions \$0.01 - \$2,999.99.** The Department will identify sources for the item or service and select the best value for the City. The Department designee approves the transaction.

**4.2 Level II – Quotes \$3,000.00 - \$9,999.99.** The Department shall obtain quotes as outlined in Section 5.1 Quotes. The Department designee approves the transaction. The quotes and/or quote tabulation form are emailed to the designated procurement officer to be attached the purchase order.

**4.3 Level III – Informal Solicitation \$10,000.00 - \$49,999.99.** The Department director or designee approves the award of the purchase.

- A) If the transaction is a one-time purchase of a commodity then quotes may be used (Section 5.1 Quotes). Identify and select the best value based on the quotes. The quotes and/or quote tabulation form are emailed to the designated procurement officer to be attached the purchase order.
- B) If procuring a service or making multiple purchases of the same item(s), then the department designee shall contact the designated procurement officer to identify the best informal solicitation method. The resulting solicitation shall be reviewed by Procurement and Law prior to publication. The contract shall be reviewed and approved by the Law Department and City Manager.

\*Spend on Level III solicitations and resulting agreements will be reviewed annually. If annual spend exceeds \$50,000.00 then a formal solicitation may be issued, a new contract executed and presented or the contract renewal will be executed and presented to the applicable committee and City Council for approval. The increased spend may be the result of additional departments utilizing a valuable contract.

**4.4 Level IV – Formal Solicitation \$50,000.00 and over.** Transactions at this level require approval of the Department Director, applicable committee, Law Department, and City Council. The Department shall coordinate the formal solicitation type and process with Procurement and Contract Services.

**4.5 Revenue Generating Contracts.** The approval levels outlined in the Section 4 shall apply to contracts or agreements that generate revenue for the City rather than the expenditure of City funds.

## **SECTION 5. SOLICITATION PROCESSES**

**5.1 Quotes (Level II and Level III one-time purchase).** The Department shall get quotes from a minimum of three (3) or more vendors (when possible). Quotes shall be documented either on a quote form from the vendor or on the Quote Tabulation Form (i.e. phone quotes) found on the City intranet. The Department designee approves the selection and emails the quotes or quote tabulation form to the applicable procurement officer to have the quote(s) attached to the purchase order.

**5.2 Bids (Level III and Level IV).** The anticipated or historical Total Cost per contractual year shall determine the appropriate solicitation method. To comply with this policy, the Department shall coordinate the bid with the appropriate staff in Procurement and Contract Services. The Procurement and Contract Services staff will assist in determining the appropriate method of procurement, any special requirements, tentative timeline for the project, estimated costs, roles, and possible suppliers. Documents prepared by Procurement and Contract Services staff will be submitted to the Department for review and approval prior to publishing.

5.2.1 The Department shall evaluate the bids and make a recommendation for award. The bid shall be awarded to the lowest and best responsive bidder's response that is deemed to be in the best interest of the City.

5.2.1.1. Informal Bidding (Level III) – The solicitation is distributed to a minimum of three (3) potential vendors (when possible). The Department may choose the method of response to be required (i.e. written or electronic or both). The deadline for submission of bids may be extended by the City as long as bidders have been notified before the original bid closing date and time

5.2.1.2. Formal Bidding (Level IV) – The solicitation is distributed to vendors and the appropriate advertisement as required is posted. Based on the project type, performance, payment, and bid bonds may be required. The bid shall state the date and time after which bids will not be accepted. The deadline for submission of sealed bids may be extended by the City as long as any received bids remain sealed and bidders have been notified before the original bid closing date and time.

**5.3 Request for Proposals (RFP) (Level III and Level IV).** The Project Manager shall work with Procurement and Contract Services to define the scope of work, any special requirements, tentative timeline for the project, estimated costs, roles, proposal evaluation criteria, and possible suppliers. The evaluation criteria may include, but is not limited to: responsiveness to project needs, evidence of experience, reliability, references, expertise of firm, expertise of key personnel, project approach, and cost. The deadline for submission of proposals may be extended by the City as long as proposers have been notified before the original closing date and time.

5.3.1. *Selection Committee* – A selection committee shall be established by the Project Manager to review the proposals and score each proposal according to the criteria established in the Request for Proposal.

5.3.2. *Evaluation Process* – The selection committee shall first score each proposal received on criteria established in the Request for Proposal. The composite scores of the committee shall be used to determine the top rated firms. If it is determined by the committee that interviews are needed, firms will again be scored after the interviews and the interview composite score recorded. The interview composite score sheet, if applicable, will be used to determine the highest rated proposal.

5.3.3. *Evaluation of Cost* – Cost shall be evaluated using a pre-established formula based upon the weight assigned to that criteria. Cost may be considered at initial evaluation, following initial proposal scoring, or incorporated after scoring has been completed.

5.3.4. *Negotiation Process* – Upon determining the highest scored respondent, the Project Manager will then begin negotiations with the respondent receiving the highest score. If the City is unable to negotiate mutually agreed upon terms related to the proposal or project with the top scoring respondent, the City may begin negotiations with the second highest scoring respondent, and so forth until mutually agreed upon terms related to the proposal or project are reached. After said terms have been reached, the City may request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract.

**5.4 Invitation to Negotiate (ITN).** The City may procure commodities and contractual services by an ITN. An ITN is used when the goals or problems of the project can only be generally described in the scope of work. Respondents provide proposed solutions to the problem or methodologies to achieve the desired goal.

5.4.1 The ITN shall include: (1) a statement of the commodities or contractual services sought; (2) the time and date for the receipt of replies and the public opening as provided in the ITN document; (3) the primary terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply; (4) the time frames for completion of the work, including renewal periods, if applicable, and (5) the format for the recommended pricing structure.

5.4.2 A response is generally evaluated for its technical merit, innovative methodology, experience, and cost within the limitations set forth in the ITN. It differs from an RFP in that responses may be refined during the negotiation and evaluation process prior to making an award of the contract. Proposals may be ranked at any point in the evaluation process when the Evaluation Team determines it has received sufficient information from respondents. Ranking is not required prior to negotiations. The City may negotiate concurrently with multiple respondents selected for negotiations.

5.4.3 The City may select one or more respondent(s) upon the conclusion of negotiations. At the conclusion of negotiations, the City should request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm(s) to document the terms agreed upon during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement. When concurrent negotiations are held, BAFOs should be obtained from all respondents participating in the negotiations prior to final evaluation and recommendation of award.

The City may award contract/agreement(s) to one or more responsible respondent(s) based on the BAFOs the City determines who will provide the best value and best meet the City's objectives.

5.4.4 The solicitation file shall contain documentation of the basis for respondent selection, setting forth the deliverables and price pursuant to the contract/agreement, and explaining how these deliverables and price meet the objectives of the solicitation.

**5.5 Qualifications Based Selection (QBS).** The QBS process must be used for selection of professional services consultants for architecture, engineering, land surveying and landscape architecture in accordance with RSMo 8.285, et. seq. QBS may be used for other types of services allowed or required by law and determined by the Project Manager.

5.5.1 Whenever architectural, engineering, land surveying, landscape architecture or design-build services are needed, the Department Director or designated representative of the City department conducting the solicitation shall prepare a Request for Qualifications (RFQ). The RFQ will include a description of the project or services required and the criteria to be used in evaluating responses from interested professionals. Criteria should be tailored for the specific project or services needed and may include such items as:

- The specialized experience and technical competence of the respondent with respect to the type of services required;
- The capacity and capability of the respondent to perform the requested work;
- The past record of performance of the respondent with respect to such factors as control of costs, quality of work, and ability to meet schedules;
- The respondent's familiarity with the area in which the project is located; and/or
- The respondents understanding of the required services and specific ways in which the firm is most qualified to provide those services.

5.5.2 For design-build RFQs the criteria may also include a list of architects, engineers, land surveyors, contractors, etc. proposed to provide services.

5.5.3 When an RFQ is used, a selection committee shall be established by the Department Director or the Project Manager to review the qualifications. Each committee member will score each respondent's response according to the criteria set forth in the RFQ. The scoring of respondents by the committee will be used to determine the

top rated respondent, which may be interviewed at the discretion of the Department Director or the Project Manager. If interviews are conducted, the respondents are again scored after the interviews according to the criteria and a final scoring by the committee will determine the most responsive and qualified respondent(s). The solicitation file shall contain documentation of the basis for selection.

5.5.4 If the Department is unable to negotiate a satisfactory contract with the selected respondent, those negotiations shall be terminated. Negotiations shall then commence with the second highest scoring respondent. If there is failure to reach agreement with the second respondent, the process will repeat until a contract has been successfully negotiated. At the conclusion of negotiations, the City should request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm(s) to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement. If there is a failure to negotiate a contract with any of the respondents, the Department shall reevaluate the necessary services and scope of work and re-issue a revised RFQ if appropriate and proceed in accordance with the provisions of this article.

5.5.5 For design-build services, contracts may be negotiated as two separate agreements: 1. For preliminary design-build services and; 2. For final design-build services, or a single initial contract for all services.

**5.6 Use of Approved On-call Contracts for Services:** An on-call contract for services is a contract for services such as engineering, architectural, land surveying, consulting, construction, specialized or technical services, or any other services in which a source of supply is established for a specified period of time for specified services all at a predetermined unit price. When utilizing an on-call contract for services, the using department personnel shall confirm the work is within the general scope of the agreement and validate rates and unit costs applicable to the required work.

- a. For a defined scope of work, staff will obtain a quote before authorizing the provider to proceed.
- b. Confirm in writing the applicable rates or other costs contained in the contract that will be used for work performed on an hourly or other unit price basis.
- c. For each project, an addendum to the on-call agreement shall be prepared reciting the scope of services to be provided, payment terms and fee schedule and any other project specific terms.
  - c.1. Projects which have received approval and appropriation through the budget process which can be completed through use of an on-call contract may be awarded without additional approval.
  - c.2 Projects with a total cost of less than \$50,000.00 shall be approved by the appropriate Staff as identified in Section 4. Approval Levels.
  - c.3 Unbudgeted projects costing \$50,000.00 or more shall be approved by the applicable committee and City Council.

**5.7 Requests for Information (RFI).** A RFI is used prior to preparing documents for a Bid, RFP, or RFQ.

## **SECTION 6. ALTERNATIVE PROCUREMENT METHODS**

**6.1 Cooperative Purchasing.** Cooperative Purchasing is a form of procurement that can take many forms.

Common forms used by the City are:

- Two or more entities combine requirements and solicit bids or offers for goods or services.
- Entities include terms in their solicitations that allow a similar entity to piggyback on the awarded contract.
- Third Party Aggregators that bring multiple entities together to represent their requirements resulting in the award of contracts.

For approval purposes, the approval levels defined in Section 4 shall apply.

The City Manager shall have the authority to approve the City's participation in cooperative contract(s).

Procurement and Contract Services will review cooperative contract(s) to make sure they are competitively awarded and cost effective. The Department designee will determine if the contract meets the Department's

needs. If service or work is to be performed on City property, then review the contract's included insurance as it may not include adequate coverage and protection for the City. Contact the City's Risk Manager assistance.

**6.2 Convenience Contracts.** Convenience contracts are established in accordance with applicable procurement laws and policies for the purchase of goods and services for use by the City and offer a higher than normal level of convenience and flexibility in circumstances where it is warranted. Every reasonable effort should be made to obtain competitive pricing and good quality while using convenience contracts. Individual transactions using convenience contracts must be less than \$3,000.00.

6.2.1 Convenience Contracts are permitted when at least one of the following criteria is met:

1. Due to the time sensitive nature of the goods or services, it would not be prudent or cost effective to utilize another procurement method.
2. Proximity of the vendor to the area where services or products are needed is a significant consideration.
3. Quality assessment of the product or service is subjective and difficult to process a solicitation. May be based on preferences of the City's customers, volunteers, etc. Examples include, but not limited to performing artists and programs instructors. This is a need to be responsive to the preferences of the City's clientele.

6.2.2 For approval purposes, the approval levels defined in Section 4 shall apply.

Refer to the guidelines for Convenience Contracts on the City's intranet for process details. Contact the Procurement and Contract Services staff for assistance in establishing a Convenience Contract.

## **SECTION 7. NON-SOLICITATION TYPE OF PROCESSES**

**7.1 Emergency Purchase.** Immediately upon determining that an Emergency exists, as defined in Section 1, and prior to contacting vendors for supplies and services, the City Manager or Procurement and Contract Service Manager shall determine the appropriate course of action. Emergency purchases shall be made with as much competition as practical under the circumstances. Departments must submit emergency purchases on the appropriate form and shall include an explanation of the emergency in advance of the purchase or as soon as practical thereafter.

7.1.1 The City Manager or the Procurement and Contract Service Manager shall have the authority to approve all emergency purchases \$24,999.99 and below. Emergency purchases \$25,000.00 to \$49,999.99 require the approval of the City Manager. An emergency purchase \$50,000.00 or more shall be tentatively approved by the City Manager and shall be presented to City Council for ratification at the earliest opportunity after the purchase has been made.

7.1.2 If an Emergency exists that requires a contract modification, the City Manager shall have the authority to execute a contract modification where approval by the City Council would otherwise be required. The emergency modification shall be submitted to the City Council by the City Manager for ratification at the next available Council meeting.

7.1.3 During periods of a "declared city emergency" by the Mayor, purchases may be made in accordance with the City's Emergency Operations Plan.

Documents for Emergency Purchase, Exhibit A, are on the City's Intranet.

**7.2 Sole Source.** The Procurement and Contract Services Manager may waive the requirement of competitive bids or proposals for supplies/services when he/she has determined in writing the following conditions:

- a. supplies or services are proprietary and only available from the manufacturer or a single distributor;
- b. based on past procurement experience, it is determined that only one (1) distributor services the region in which the supplies are needed;
- c. supplies or services are available at a discount from a single distributor for a limited period of time; or
- d. A firm has significant previous or specialized knowledge on a proposed project that would result in significant monetary and/or time savings in completion of the project.

7.2.1 Sole source purchases shall be subject to approval as follows:

- \$.01 – \$9,999.99: Department Director and the Procurement and Contract Services Manager prior to purchase. Any resulting contract shall be reviewed by Law and signed by the City Manager.
- \$10,000.00 - \$49,999.99: Department Director, Procurement and Contract Services Manager, City Manager prior to purchase, with written recommendation from the above.
- \$50,000.00 and over: Department Director, Procurement and Contract Services Manager, City Manager, applicable committee, and City Council prior to purchase with written recommendation from the above.

Departments must submit a sole source request on the appropriate form and include justification for the sole source.

Documents for Sole Source, Exhibit B, are on the City Intranet.

**7.3 Exempt Expenditures.** The following types of expenditures are deemed to be ineligible for competitive pricing and are therefore exempt from the Policies related to solicitation processes defined herein. These expenditures include:

- Utilities – phone, electricity, gas, water, sewer, Internet, cable/dish services
- Advertising-employment, public notices and hearings, promotional, legal notices
- Professional memberships, sponsorships, training
- Subscriptions to professional publications
- Travel reimbursement and direct payments to travel related vendors
- Maintenance and/or support contracts with vendors pertaining to software or hardware, which are required in order to maintain warranty compliance or the continuation of licensing and/or maintenance agreements
- Payments made in connection with risk management claims
- Postage for mail and Postage for bulk mailing
- Parks and Recreation “Camp Summit” activities such as Field trips to local attractions (Science City, Worlds of Fun, World War I Museum, etc.), food venues, supplies and services
- Independent contracts for specialized services and programs offered by City to the community

## **SECTION 8. CONTRACT MODIFICATIONS**

A Contract Modification is necessary when there is a change in the quantity, cost, or scope of the item, service or work provided under the contract.

**8.1 Non-Construction Contracts.** Contract modifications shall be in writing and executed by all parties.

8.1.1. **Contracts under \$50,000.00:** Modifications resulting in a total cost for the contractual year of \$49,999.99 or less shall be approved by the City Manager.

8.1.2. **Contracts \$50,000.00 and Greater:** (i) Any single modification for an increase of \$50,000.00 or more, or (ii) any change in contract scope shall be approved by the City Council. Changes not associated with a change in the contract scope or less than \$50,000.00 must be recommended for approval to Procurement and Contract Services by the appropriate Department Director and approved by the City Manager. Any modification resulting in a decrease in costs may be approved administratively by the appropriate Department Director and the City Manager.

8.1.3. **Extensions:** Extension to contract term may be made with City and Vendor agreement at the same prices as the final renewal not to exceed one year. Said extension shall be in writing and executed by all parties. The approval levels in Section 4 shall determine the appropriate approvers for the extension.

## **8.2 Construction Contracts.**

### **8.2.1 Change Orders**

8.2.1.1. **Contracts \$500,000.00 and Greater:** Changes (i) exceeding five percent (5%) of the original contract, (ii) any single change order for an increase of \$100,000.00 or more, or (iii) any change in contract scope shall be approved by the City Council. Changes not associated with a change in the contract scope up to a cumulative total increase of five percent (5%) or less of the original contract amount must be approved by the appropriate Department Director and the City Manager. Any change order resulting in a decrease in costs may be approved administratively by the appropriate Department Director and the City Manager.

8.2.1.2. **Contracts less than \$500,000.00:** Changes (i) exceeding ten percent (10%) of the original contract, (ii) any single change order for an increase of \$50,000.00 or more, or (iii) any change in contract scope shall be approved by the City Council. Changes not associated with a change in the contract scope up to a cumulative total increase of ten percent (10%) or less of the original contract amount must be approved by the appropriate Department Director and the City Manager. Any change order resulting in a decrease in costs may be approved administratively by the appropriate Department Director and the City Manager.

**8.2.2 Urgent Change Authorizations for Construction Contracts.** When total change orders exceed the percentages outlined above, and, due to the stage of construction in progress or to prevent a lengthy delay in a project, the applicable Department Director, with the approval of the City Manager and with notification to the appropriate City Council committee chairperson, can issue a Change Authorization. The change authorization must be incorporated into a formal change order and presented to City Council for ratification at the next available meeting.

**8.2.3 Changes in Contract Time for Construction Contracts.** . Change orders resulting in an increase to the contract time exceeding ten percent (10%) of the original contract time, a single change order increasing contract time by 30 days or more, or any change in contract time due to a change in scope shall be approved by the appropriate Committee and City Council. For changes in contract time not associated with a change in contract scope, additional time up to a cumulative total of ten percent (10%) or less of the original contract time may be approved by appropriate Department Director and the City Manager Any change order resulting in a decrease in contract time may be approved administratively by the appropriate Department Director and the City Manager.

**8.2.4 Modifications to One Time Design Consultant Contracts.** Any modification resulting in an increase to the contract amount exceeding ten percent (10%) of the original contract, any single modification for an increase of \$100,000.00 or more, or any change in contract scope shall be approved by the appropriate Committee and City Council. For modifications to one-time contracts for design of construction projects, changes in cost of services, not associated with a change in the contract scope, up to a cumulative total increase of ten percent (10%) or less of the original contract amount may be approved by the appropriate Department Director and the City Manager. Any modification resulting in a decrease in cost must be approved administratively by the appropriate Department Director and the City Manager.

## **SECTION 9. PROJECT DELIVERY METHODS**

The City recognizes there are several methods to complete a successful construction project. The Department uses the scope and complexity of the project to determine the best method to use. The following are approved methods for delivery of construction and capital improvement projects undertaken by the City.

### **9.1 Design – Bid – Build**

Design-bid-build is the traditional sequentially phased approach that involves contracting for design and architectural/engineering services. The Qualifications Based Selection (QBS Section 5.5) solicitation is used to select the architect/engineering firm. The construction solicitation (Bid Section 5.2 or RFP Section 5.3) is developed using the design documents. The selected general contractor purchases the materials and hires subcontractors, as needed, to construct and deliver the final product to the City.



## **9.2 Design Build**

Design build process includes a primary relationship between the City and a General Contractor or a joint venture with a contractor and design team. A Qualifications Based Selection (QBS Section 5.5) solicitation is issued to identify the best contractor or team. The Design Build process may save time in the project time as work can begin before the last stages of the building design are complete. Project cost may also be controlled or even reduced through use of the design-build process.

## **9.3 Construction Manager (CM)**

A Construction Manager is hired to oversee the construction of the project. The selection is made about the same time as or following selection of the designer. The CM is able to work with the designer to monitor the budget and schedule prior to releasing the bids for construction. A Request for Proposals (RFP Section 5.3) solicitation is issued to identify the best construction manager based on qualifications and price. Bids (Bids Section 5.2) are issued for each phase or trade for the project. Contracts are awarded between the City and the contractor. The Construction Manager oversees the construction work on behalf of the City.

## **9.4 Construction Manager at Risk (CMR)**

Construction Manager at Risk is a construction contracting method in which the City enters into separate contracts with the designer and builder, often about the same time so that both parties can collaborate. Selection of the CMR is done based on qualifications and price using a Request for Proposals (RFP Section 5.3). The CMR offers a Guaranteed Maximum Price (GMP) instead of a fixed bid. The GMP serves as a ceiling which decreases (in theory) as the design is refined. The CMR is responsible and accepts risk for constructing the entire project for the GMP and the contractor is responsible for assembling the team of suppliers and subcontracts to deliver the project.

## **9.5 Engineering, Procurement, Construction (EPC)**

Engineering, Procurement, Construction, also known as EPC, is a prominent form of contracting agreement in the construction industry. The engineering and construction contractor will carry out the detailed engineering design of the project, procure all the equipment and materials necessary, and then construct to deliver a functioning facility or asset to the City. A Qualifications Based Selection (QBS Section 5.5) shall be used to select the best firm qualified to engineer the project. The selected firm will use public bidding to purchase materials and award contracts to subcontractors.

## **SECTION 10. REAL PROPERTY PROCESSES**

### **10.1 Sale or Lease of Real Property.**

- a. Sale or lease of real property owned by the City and any contracts pursuant hereto shall be subject to approval by the City Council.
- b. Prior to City staff actively marketing real property for sale or lease, the City Manager shall seek approval from the City Council must designate the property surplus and eligible for disposition.

### **10.2 Acquisition of Interests in Rights-of-Ways and Easements.**

- a. Definitions applicable to this article :
  1. *Settlement Amount* - the amount to be paid by the City in consideration of receiving a property interest from a property owner.
  2. *Appraised Value* - the fair market value of the subject property as determined by a licensed appraiser selected by the City and may include replacement and/or relocation costs of amenities or facilities located within the real estate tract to be acquired.
  3. *Excess Amount* – the difference between the Settlement Amount and the Appraised Value. Excess amount may include negotiated expenses to replace property amenities lost with sale of the easement, such as fencing, sprinkler system, or landscaping.
  4. *Property* – legal interests in real estate acquired for public purposes.

- b. Staff is authorized to acquire property administratively, without City Council approval, when the following conditions are met:
  - 1. The property is needed in order to proceed with a project that is part of the Capital Improvement Program that has been approved by the City Council; and,
  - 2. Funding for said project has been included in the current capital or annual budget approved by the City Council.
- c. Administrative Procedures for Acquisition
  - 1. If the proposed Settlement Amount is equal to or less than the Appraised Value, the City Manager or designee may approve the acquisition of the property, regardless of amount.
  - 2. If the Excess Amount is less than or equal to \$25,000.00, the City Manager or designee may approve the acquisition of the property.
  - 3. All other proposed acquisitions must be presented to the City Council for approval.
- d. The City Manager, Mayor or designee is authorized to execute all documents necessary to carry out the intent of this policy.
- e. All deeds, agreements and other documents used for an acquisition under this policy shall be approved by the City's Law Department.

**10.3 Purchase of Real Property-Fee Simple:**

- a. The purchase of real property in fee simple shall not be subject to the solicitation requirements set forth herein.
- b. The purchase of real property in fee simple in the amount of \$50,000.00 or more shall be subject to City Council approval.

**SECTION 11. PURCHASE ORDER**

- 11.1 Absent extenuating circumstances, staff shall process a purchase order prior to making a purchase on behalf of the City.
- 11.2 A requisition shall be entered into the City's ERP system and approved by the Department prior to a purchase order being issued by Procurement and Contract Services. Procurement and Contract Services will review and generate a Purchase Order document from the approved requisition information.
- 11.3 An inverted purchase order is a type of purchase order issued for multiple contract items that will be purchased, received, and invoiced over a period of time. The inverted purchase order will remain open with "draws" or invoices paid from said purchase order. Inverted purchase orders should only be issued after consulting with Procurement and Contract Services and Finance to make sure that its utilization will meet all of the needs of the requestor.

**SECTION 12. RECEIVING, DELIVERY, FREIGHT and PRODUCT TESTING**

**12.1 Delivery and Receipt of Goods and Services.** The City of Lee's Summit uses decentralized receiving. Departments are responsible for receiving goods and services they have ordered. Their physical signature or electronic signature in the ERP system indicates they have accepted the item or service. Departments via their representative(s) are required to inspect the delivery, within one or two business days of delivery or per the terms of the contract, and make note if there is any damage, deficiency, missing items or other inaccuracy. Any issues shall be reconciled with the supplier immediately. When items are delivered to Departments, the only paperwork to be signed is the delivery notice. Any other vendor/supplier purchase order, document, contract, warranty, maintenance agreement, etc. are NOT to be signed at delivery.

**12.2 Freight/Shipping on Orders.** The City shall, absent extenuating circumstances, use F.O.B. Destination as its primary freight or shipping designation.

**12.3 Product Testing/Demonstrations.** Product demonstrations may be held as deemed appropriate without prior approval of Procurement and Contract Services. In no event shall the retention of a test item by the City be evidence of intent to purchase said item.

### **SECTION 13. PROTESTS**

This procedure provides bidders/offerors with the opportunity to communicate concerns with any solicitation or award. It is not intended to create any legal right, cause of action, property interest or independent means of redress that does not otherwise exist under applicable law. It shall not serve to abrogate or effect the City's exclusive right to determine the lowest and best responsive bidder or best value in any solicitation process. Any correspondence that involves or may involve legal representation shall be forwarded to and handled by the City's Law Department.

**13.1 Right to Protest.** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest the process. The protest shall be submitted in writing to the City Clerk and Procurement and Contract Services Manager within 48 hours after such aggrieved person knows or should have known of the facts giving rise thereto. The protest shall identify specific the issue(s) that are being protested and the facts that the protestor believes support the claim. It is the protestor's responsibility to establish his/her case.

**13.2 Review of Protest.** The Procurement and Contract Services Manager or his/her designee shall have the authority to resolve a protest of an aggrieved bidder concerning the solicitation or award of a contract.

**13.3 Decision/Notice of Decision.** The Procurement and Contract Services Manager or his/her designee shall issue a decision in writing within three (3) business days of actual receipt of the protest. The decision shall state the reasons for the action taken. A copy of the decision shall be mailed or otherwise furnished immediately to the protestor.

**13.4 Appeal.** A protestor may appeal the decision by submitting a written appeal to the City Manager within five (5) business days of the date of the Procurement and Contract Services Manager's or designee's decision. The written appeal shall state specifically the facts supporting the protestor's position. The appeal shall be reviewed by the City Manager or designee, who will issue a decision in writing within five (5) business days of receipt of the protestor's timely filed written appeal.

**13.5 Finality of Decision.** The Procurement and Contract Services Manager's decision shall be considered final and is not subject to appeal or further consideration unless a timely appeal is filed. In the event of a timely appeal, the decision of the City Manager, or designee, shall be considered final and not subject to appeal or further consideration.

**13.6 Stay of Procurements during Protest.** In the event of a timely protest, the Procurement and Contract Services Manager or his/her designee, shall determine, based on facts and circumstances of the protest whether the solicitation process should proceed or be stayed pending the outcome of the protest.

### **SECTION 14. DISPUTES**

**14.1 Disputes with Vendors under Contract.** City staff involved in the disputed procurement shall notify Procurement and Contract Services or the Project Manager concerning any complaint or dispute regarding an order, delivery, specification, defective supplies or poor performance by a supplier. Any decision concerning an attempt to cancel a contract or an attempt to resolve a dispute regarding defective products or unacceptable services shall be made jointly by Procurement and Contract Services and the Department conducting the solicitation. Correspondence with suppliers regarding disputes shall be conducted via Procurement and Contract Services.

**14.2 Disputes with Vendors not under Contract.** City Department Staff involved in a disputed procurement should document the issue: vendor, date, issue, vendor's response to the issue. Department Staff should reach out to the

vendor and give the vendor an opportunity to provide a resolution; trying to resolve the issue without involving other parties. If the vendor does not respond, Staff should reach out to Procurement and Contract Services for assistance.

**SECTION 15. DISPOSAL OF PROPERTY (OTHER THAN REAL PROPERTY)**

Department designated representative determines property (other than real property) is no longer needed and sends written notification with detailed information of surplus items to the Procurement and Contract Services Manager or designee. The Procurement and Contract Services Manager or designee will determine the best method for disposal. Once a disposal method is determined the Procurement and Contract Services Manager or designated representative will coordinate the process. The following methods will be used for disposal of surplus property:

- Sell by requesting sealed bids.
- Trade-in as part of a bidding process.
- Sell through electronic auctioning process.
- For perishable food items and other items with a combined value of less than \$500.00, donate to a not-for-profit with a valid 501 (c)(3)
- De minimis items may be disposed of in a reasonable manner.

**SECTION 16. PROCUREMENT POLICY REVIEW**

The Procurement Policy shall be reviewed no less than every three years to ensure that the policy is current with any and all applicable local, state and federal laws as well as City processes and procedures. Any proposed revision(s) shall be discussed with a Procurement Policy Committee that shall be derived from representative(s) from City departments. Those revisions deemed necessary to implement shall be presented to the Finance and Budget Committee for approval and recommendation to the City Council for approval and adoption.

2017 Section#		Updated Section#	Update
1	Add/Remove	1	Removed duplicate definitions: some definitions that were also included in the body of the document Added or updated the following: Contract, Contractual Year, Protest, Project, and Transaction
2.1	Update	2.1	Added reference to City Charter
2.4	Moved/updated	2.2	Moved, edited and added clarifying language
2.3		2.3	No change
2.5	Moved/Updated	2.4	Moved, placed Enforcement and Disciplinary Action under the heading, added clarification language
2.2	Moved	2.4.1	Moved within the Policy
2.11	Moved/updated	2.4.2	Moved within the Policy
2.6	Moved/updated	2.5	Moved, added the definition and modified some language
2.7	Moved/updated	2.6	Moved, some clarifying language added
2.8	Moved/updated	2.7	Moved, added clarification language about the process and roles of approval
2.10	Moved/updated	2.8	Moved, updated by Council Ordinance# 8640
3.1		3.1	No change
3.2	Split	3.2	Local business outreach, will conform to Grant source requirements
		3.3	Domestic preference
3.3	Moved	3.4	Moved within the Policy
3.4	Moved/updated	3.5	Moved, added new language to support Grant requirements that may conflict with City Policy. Give City Manager authority to waive conflicts, in writing. Added language to encourage MBE/MBE participation and solicitation lists
3.5	Moved	3.6	Moved within the Policy
3.6	Moved	3.7	Moved within the Policy
3.7	Moved	3.8	Moved within the Policy
	New	3.9	New item to recognize Construction projects require specialized documents and should be coordinated through Public Works.
3.8	Moved	3.10	Moved, restructured language to better flow and better understanding
3.10	Moved	3.11	Moved within the Policy
3.11	Moved	3.12	Moved within the Policy
3.13		3.13	No change
	New	3.14	Added recognition of Prevailing Wage per the revised State Law
	New	3.15	Added to provide clarification for Section 4 and others
	New	3.16	Added to support funding identified before proceeding with a solicitation.
4.2	Moved/updated	4.0	Section 4 was restructured to provide better guidance to Staff for approval levels. The update also provides flexibility in the use of Quotes for one-time purchases of commodities. Separated out Solicitation Processes into Section 5.
4.2.1	Moved/updated	4.1	Moved and updated terminology
4.2.2	Moved/updated	4.2	Moved and updated terminology
4.2.3	Moved/updated	4.3	Moved and updated approvals for one-time commodity vs. multiple purchase or service

4.2.4	Moved/updated	4.4	Moved and provided clear approval language for Council approval
	Moved/updated	4.5	Moved from 5.6 and updated language
5.6	Moved/Updated	4.5	Moved and updated language
7.1	Moved/Updated	5.1	Moved and updated terminology and language
7.2	Moved/Updated	5.2	Moved and updated terminology and language
7.3	Moved/Updated	5.3	Moved and updated terminology and language
7.4	Moved/Updated	5.4	Moved and updated terminology and language
7.5	Moved/Updated	5.5	Moved and updated terminology and language
	New	5.6	Moved and changed this item to cover all on-call contracts, not just professional services.
7.6	Moved/Updated	5.7	Moved and updated language
5.4	Moved/Updated	6.1	Moved and combined 5.4 and 5.5 into one item. The definition was removed from Section 1 and placed as part of 6.1 Provides authorization for the City to participate in Cooperative contracts.
5.5	Moved/Updated	6.1	See above.
	New	6.2	Added Convenience Contract language to the Policy
8.2	Moved/Updated	7.1	Moved and small updates to language
8.3	Moved/Updated	7.2	Moved and updated the language
8.4	Moved/Updated	7.3	Moved and updated the language, defined items listed
6.1	Moved/Updated	8.1	Moved and updated subsections to 8.1 including addition of Extensions in 8.1.3. The updates provide for non-construction contracts only.
2.9	Moved/updated	8.1.3	Moved to section with Contract Modifications and updated
6.2	Moved/Updated	8.2	Moved 6.3 -6.5 and updated section 8.2 to include all construction contract modifications under one section. The updated provide for construction contracts only.
	New	9.1	New item describing an approved method for project delivery and appropriate solicitation process.
	New	9.2	New item describing an approved method for project delivery and appropriate solicitation process.
	New	9.3	New item describing an approved method for project delivery and appropriate solicitation process.
	New	9.4	New item describing an approved method for project delivery and appropriate solicitation process.
	New	9.5	New item describing an approved method for project delivery and appropriate solicitation process.
9.1	Moved	10.1	Moved
9.2	Moved/Updated	10.2	Moved and updated some definitions and processes
9.3	Moved	10.3	Moved
10.4	Moved/Updated	11	Moved, added clarifying language and expectations
11.1	Moved/Updated	12.1	Moved updated some language
11.2	Moved/Updated	12.2	Moved updated some language
11.3	Moved/Updated	12.3	Moved

12	Moved/Updated	13	Moved and updated language- move responsibility to Procurement
12.1	Moved/Updated	13.1	Moved and updated language
12.2	Moved/Updated	13.2	Moved and updated language
12.3	Moved/Updated	13.3	Moved and updated language
12.4	Moved/Updated	13.4	Moved and updated language
12.5	Moved/Updated	13.5	Moved and updated language
12.6	Moved/Updated	13.6	Moved, restructured to make Procurement Responsible
13.2	Moved/Split	14.1	Moved and updated language to Contract Vendors
	Moved/Split	14.2	Moved and updated language to non-contract vendors
14	Moved/Updated	15	Moved and updated language and options
15	Moved/Updated	16	Moved and updated language
3.9	Removed		Removed, not relevant to Procurement
3.12	Removed		Duplicate, definition improved
4.1	Removed		See Section 5 Solicitation Processes
5.1	Removed		Not needed
5.2	Removed		Not needed
5.3	Removed		Not needed, some duplication
5.7	Removed		Duplicate of 4.4
8.1	Removed		Duplicate of 4.1
10.1	Removed		Payment method not relevant to procurement
10.2	Removed		Payment method not relevant to procurement
10.3	Removed		Payment method not relevant to procurement
13.1	Removed		Not needed, covered by 13
13.3	Removed		This is provided under City Policy



**LEE'S SUMMIT**  
M I S S O U R I

# Procurement Policy

Approved by City Council October 5, 2017  
Bill No. 8253



**Procurement Policy**

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## **SECTION 1. PROCUREMENT DEFINITIONS**

**\*\*\*Abrogate**: To annul or repeal a law or pass legislation that contradicts the prior law. Abrogate also applies to revoking or withdrawing conditions of a contract.

**\*Accept**: To receive as approved, adequate, or satisfactory. To receive willingly with the intent of retaining.

**\*Acquisition**: The process of obtaining supplies, services, construction or real estate through purchase, lease, or grants.

**\*Affidavit**: A written statement of facts provided by one party which may be under oath before a person of authority. An Affidavit may be required as part of a bid or request for proposal solicitation. For City purposes, affidavits shall be notarized.

**\*Agent**: A person authorized by a superior, i.e. principal, to act for him or her.

**\*Agreement**: An understanding, usually in writing, between two or more competent parties, under which one party agrees to certain performance as defined in the agreement and the second party agrees to compensation for the performance rendered in accordance with the conditions of the agreement. Agreements and contracts are sometimes used synonymously. Generally agreements are approved "as to form" and for legal sufficiency prior to execution.

**\*Amendment**: An agreed addition to, deletion from, correction or modification of a document or contract.

**\*Authority**: The right to perform certain acts or prescribe rules governing the conduct of others.

**\*Award**: The acceptance of a bid or proposal; the presentation of a purchase agreement or contract to a bidder or offeror.

**\*Best and Final Offer (BAFO)**: In a comparative negotiation, the final proposal submitted after negotiations are completed that contains the proposer's most favorable terms for price, services and products to be delivered.

**\*Best Value**: An assessment of the return which can be achieved based on the total life cycle cost of the item; which may include an analysis of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, service, and time and cost considerations over the useful life of the acquired item. A procurement method that emphasizes value over price. The best value might not be the lowest cost. Generally achieved through the Request for Proposal (RFP) method.

**\*Bid Bond**: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid. The bidder will furnish bonds in the required amount and if the contract is awarded to the bonded bidder, the bidder will accept the contract as bid, or else the surety will pay a specific amount.

**Bid-Solicitation Protest**: A written objection by a potential interested party to a solicitation or award of a contract, with the intention of receiving a remedial result. A protest may be filed in accordance with agency policy and procedure within predetermined time lines.

**\*Blanket Order**: A purchase order under which a contractor/vendor agrees to provide goods or services to a purchaser on a demand basis; the contract generally establishes prices, terms, conditions, and the period covered, although no quantities are specified; shipments are to be made when and as required by the purchaser which in certain cases may be the end user.

**Change Authorization**: A form used on construction contracts when an amendment to the original contract is requested by the contractor and the work must proceed prior to processing a change order in order to prevent project delays.

**\*Change Order**: A written alteration that is issued to modify or amend a contract or purchase order. A bilateral (agreed to by all parties) or unilateral (government orders a contract change without the consent of the contractor) request which directs the contractor to make changes to the contracted scope of work or specifications. In reference to construction contracts, it relates primarily to changes caused by unanticipated conditions encountered during construction not covered by the drawings, plans or specifications of the project.

**\*Competitive Negotiations**: A procurement method for obtaining goods, services and construction for public use in which discussion and negotiations may be conducted with responsible offerors who submit responsive proposals.

**\*Construction**: The process of utilizing labor to build, alter, repair, improve, or demolish any structure, building or public improvement; generally does not apply to routine maintenance, repair or operation (MRO) of existing real property.

**Construction Management**: Construction management is the overall planning, coordination, and control of a project from beginning to completion as defined by state statute.

**\*Contract**: An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations.

**\*Cooperative Procurement**: The action taken when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits.

\*Design-Build: A delivery method for construction projects that combines the architectural, engineering, and construction services required for a project into a single contractual agreement.

\*Designee: A duly authorized representative.

\*\*Electronic Bidding (e-bidding): Is an electronic bidding event (without awarding commitment) according to defined negotiation rules (e-Agreement). A buyer and two or more suppliers take part in this online event.

\*\*Electronic Procurement (E-procurement): Is the business-to-business or business-to-consumer or business-to-government purchase and sale of supplies, work, and services through the internet as well as other information and networking systems, such as electronic data interchange and enterprise resource planning.

Emergency: An unexpected and urgent situation where an immediate threat to public health and safety exists; where conservation of public resources is at risk; where an immediate response is necessary to prevent further damage to public property, machinery, or equipment; or where delay would result in significant financial impact to the City as determined by the City Manager.

\*\*Enterprise Resource Planning (ERP): Is a category of business management software-typically a suite of integrated applications-that an organization can use to collect, store, manage and interpret data from many business activities, including: product planning, cost, manufacturing or service delivery, marketing and sales, inventory management, shipping and payment.

\*\*\*Fee Simple: Absolute title to land, free of any other claims against the title, which one can sell or pass to another by will or inheritance.

Formal Bid: A bid which must be advertised and submitted in conformance with a prescribed format to be opened and read in public at a specified date and time. As it pertains to the City, formal bids must be solicited for all goods or services \$50,000 and above.

\*Free on Board (FOB) Destination: Where the seller or consignee delivers the materials to a specified delivery point. The cost of shipping and the risk of loss are borne by the seller or consignee. Title passes when delivery is received by the buyer at destination. Seller has total responsibility until shipment is delivered.

\*Informal Bid/Proposal: A competitive bid, quotation or proposal for supplies or services that is conveyed by a letter, fax, e-mail or other manner that does not require a formal bid or proposal, public opening or other formalities. Generally relegated to requirements that may be considered low value or fall under a stipulated price/cost threshold.

\*Invitation for Bid (IFB): All documents used to solicit competitive or multi-step bids.

\*Invitation to Negotiate (ITN): A competitive negotiation process that is used when the procurement authority deems it is in its best interest to negotiate with offerors to achieve "best value." A form of source selection that is similar to the Request for Proposal process.

Item: A product, material or service.

\*Life Cycle Cost (LCC): The total cost of ownership over the life span of the asset.

\*Modification: Any written alteration to a provision of any contract accomplished by mutual agreement of the parties to the contract. Used synonymously with the term Amendment.

\*Piggyback (Piggyback Cooperatives): A form of intergovernmental cooperative purchasing in which an entity will be extended the pricing and terms of a contract entered into by another entity. Generally an entity will competitively award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own.

\*Procurement: Purchasing, renting, leasing, or otherwise acquiring any supplies, services or construction; includes all functions that pertain to the acquisition, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. The combined functions of purchasing, inventory control, traffic and transportation, receiving, inspection, storekeeping, salvage and disposal operations.

Procurement and Contract Services Manager: The Procurement and Contract Services Manager for the City of Lee's Summit shall be that position designated as the chief procurement officer (CPO) who shall have the responsibility of making authorized purchases for the City, unless directed or indicated otherwise by this policy.

\*Project Manager: Designated individual within the agency to administer a specific task or contract.

\*Purchase Order: A purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.

Qualification Based Selection (QBS): QBS is a process used by the City to obtain statements of qualifications for architectural, engineering, land surveying, or landscape architecture as required by state statute. The City also follows this process for design-build services and may choose QBS for other services unless prohibited by law or other policies.

\*Quote: An informal purchasing process which solicits pricing information from several sources.

\*Quotations: A statement of price, terms of sale, and description of goods or services offered by a vendor; may be non-binding if solicited to obtain market information for planning purposes.

\*Request for Information (RFI): A non-binding method whereby a jurisdiction publishes via newspaper, internet, or direct mail its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc.

\*Request for Proposal (RFP): The document used to solicit proposals from potential providers for goods and services (Offerors). Price is usually not a primary evaluation factor. Provides for the negotiation of all terms including price prior to contract award. May include a provision for the negotiation for Best and Final Offers.

\*Request for Quotation (RFQ): A small order amount purchasing method. Generally used for small orders under a certain dollar threshold. A request is sent to suppliers along with a description of the commodity or services needed and the supplier is asked to respond with price and other information by a pre-determined date. Evaluation and recommendation for award should be based on the quotation that best meets price, quality, delivery, service, past performance and reliability.

\*Request for Qualifications (RFQu): A document is issued by a procurement entity to obtain statements of the qualifications from bidders prior to issuing the solicitation. An attempt to gauge potential competition and obtain information which may be helpful when writing a statement of work or developing specifications. As it pertains to the City, this is a document issued by the City to obtain statements of qualifications for professional services. This document is part of the QBS process.

Requisition: An internal document by which a using agency sends details of supplies, services, or materials required to the Procurement and Contract Service Department. Requisitions are entered into and processed by the City's ERP system.

\*Responsible Bidder/Offeror: A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

\*Responsive Bidder/Offeror: A contractor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

Serial Procurement: Serial Procurement is intentionally breaking an order to an external vendor into two or more purchases/payments to avoid the required bid process. Also purchases over a 90 day period for the same product or service from the same supplier that reaches or exceeds a total of \$50,000 for that period.

\*Scope of Work (SOW): A written description of the contractual requirements for materials and services contained within a Request for Proposal, or detailed description of the tasks to be performed by the successful bidder. A well-conceived and clearly written SOW serves four main purposes:

- Establishes clear understanding of what is needed;
- Encourages competition in the marketplace and promotes economic stimulus;
- Satisfies a critical need of government; and
- Obtains the best value for the taxpayer.

\*Sole Sourcing: Selection of one particular supplier to the exclusion of all others. This decision may be based on lack of competition, proprietary technology, copyright or a supplier's unique capability. In government procurement, a sole source justification may be required from the requestor. As it pertains to the City, a sole source justification is required as set forth in this policy.

\*Specification: A precise description of the physical or functional characteristics of a product, good or construction item. A description of goods as opposed to a description of services. A description of what the purchaser seeks to buy and what a bidder must be responsive to in order to be considered for award of a contract. Specifications generally fall under the following categories: design, performance, combination (design and performance), brand name or approved equal, qualified products list and samples. May also be known as a purchasing description.

\*\*\*Substantial Interest: Ownership by the individual, the individual's spouse, or the individual's dependent children, whether singularly or collectively, directly or indirectly, of ten percent or more of any business entity, or of an interest having a value of ten thousand dollars or more, or the receipt by an individual, the individual's spouse or the individual's dependent children, whether singularly or collectively, of a salary, gratuity, or other compensation or remuneration of five thousand dollars, or more, per year from any individual, partnership, organization, or association within any calendar year.

*\*Surplus Property:* A designation that applies to government property that is no longer needed by the agency and is designated for disposal outside of a government organization.

*\*Term Contract (aka: On-Call, Term & Supply or Yearly):* A type of contract in which a source of supply is established for a specified period of time for specified services or supplies all at a predetermined unit price; usually characterized by an estimated or definite minimum quantity, with the possibility of additional requirements beyond the minimum, all at a predetermined unit price..

*Transaction:* A Transaction is an instance of buying or selling something; a business deal. A transaction is an agreement between a buyer and a seller to exchange goods, services or financial instruments.

\*Terms and definitions from the “Public Procurement Dictionary of Terms”. “The Comprehensive Reference for Public Purchasing Terms and Concepts”. National Institute of Governmental Purchasing, Inc. (NIGP), 151 Spring Street, Herndon, VA 20170. Copyright 2008 by NIGP.

\*\* Terms and definitions from Wikipedia. \*\*\* Definitions from Law.com. \*\*\*\*Term and definition from Missouri Revised Statutes, Chapter 105, section 105.450.1, August 28, 2015. Non\* definitions were determined based on current City processes.

## **SECTION 2. AUTHORITY & ENFORCEMENT**

**2.1 Compliance with Policy.** The acquisition of any and all items or any transaction made by or on behalf of the City of Lee’s Summit, its departments, officials and authorized agents shall be made in accordance with the procurement policy contained herein unless otherwise approved by the City Council.

**2.2 Enforcement.** The City Manager will have the responsibility for the enforcement of this administrative policy. Department Directors will be entrusted with the responsibility of enforcing the policy within their departments.

**2.3 Authorized ERP System Users.** Department Directors shall submit to the Information Technology Services (ITS) Department a list of personnel authorized to issue requisitions, approve requisitions and conduct receiving functions on behalf of said department. It will be the Department Directors or their designees’ responsibility to inform the ITS Department of any changes to the departmental listings. ITS shall update the City’s Enterprise Resource Planning (ERP) system accordingly.

**2.4 Parks and Recreation Department.** Procurements regarding parks and recreation programming shall follow the standards and requirements set forth in this policy. Unless otherwise provided by City Charter, or other applicable law, the Administrator of Parks and Recreation shall exercise the authority that would otherwise be exercised by the City Manager, as set forth in this policy regarding procurements for parks and recreation programming. The Parks and Recreation Board shall exercise the authority that would otherwise be exercised by the City Council, as set forth in this policy, regarding procurements for parks and recreation programming.

**2.5 Unauthorized Purchases/Transactions.** Any purchase of an item or any transaction which does not comply with this policy shall be considered an unauthorized purchase and may result in disciplinary action as identified in Section 2.11 Disciplinary Action which may also include repayment/restitution to the City. When an unauthorized purchase becomes evident, the Procurement and Contract Services Manager (CPO), P-Card Administrator (if applicable) or designated procurement representative will notify the applicable Department Director. The Director shall be responsible for submitting a memorandum outlining the facts and circumstances of the purchase, as well as steps taken to avoid future unauthorized purchases, to the Procurement and Contract Services Manager (CPO), P-Card Administrator (if applicable), and City Manager.

**2.6 Serial Purchases.** Serial purchases shall not be permitted and shall be considered a violation of this Policy.

**2.7 Contracting Authority.** Unless otherwise established by the City Charter, this policy, or by the City Council, the City Manager shall execute all contracts and agreements for the procurement of goods and services or that generate revenue on behalf of the City of Lee’s Summit. All dollar thresholds and approval requirements stipulated in this policy shall be adhered to, unless otherwise approved by the City Council.

**2.8 Renewal of Contracts/Agreements.** City Council approval is not required for the renewal of contracts when the City Council previously approved renewal options. The City Manager shall have the authority to approve proposed renewal price increases if he or she concurs that the vendor provided justification is reasonable, fair, mutually agreed to, and within the parameter(s) established in the solicitation. Prior to execution, the resulting renewal contract/agreement shall be approved by Legal and City Manager.

**2.9 Contract/Agreement Extension.** Contract/agreement extensions shall be executed by the City Manager.

**2.10 Prohibited Acts by Elected and Appointed Public Officials and Employees.** For any transaction identified in this policy, the City shall not knowingly purchase any service, good or property from any Councilmember, the Mayor or any City Employee or any entity in which he or she holds a “substantial interest” as defined in section 105.450 RSMo. Additionally, it is recognized that it is difficult or impossible for every employee utilizing a purchasing card to have knowledge of every entity which a Councilmember, the Mayor or another employee may hold an interest as described above; however, the City shall exercise its best efforts to refrain from conducting such transactions utilizing a purchasing card and shall not knowingly do so.

**2.11 Disciplinary Action.** Noncompliance with the provisions of the Procurement Policy may result in the initiation of applicable disciplinary action as identified in the City Charter, Code of Ordinances or Personnel Policies. Any disciplinary action for violation of this policy shall be determined by the City Manager in accordance with section 2.2 Enforcement.

### **SECTION 3. GENERAL REQUIREMENTS**

**3.1 Specifications.** It is the responsibility of the department to write specifications and establish the quality of the product or service required. Procurement and Contract Services may assist the department in writing specifications, upon department request. Specifications shall be written to foster competition.

**3.2 Non Preference Policy.** The City does not have a preference policy for state and local commodities or services and minority enterprises other than that of “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)).

**3.3 Green Procurement and Recycled Products.** City staff is encouraged to integrate environmental factors into the City’s buying decisions and procure environmentally preferable goods and services whenever practicable. Consideration should be given to:

- a. Replacing disposable with re-usable, recyclable, or compostable goods whenever possible. Specify and/or purchase products which contain a high percentage of post-consumer recovered material, reduce waste in the manufacture and use of products, and reduce packaging.
- b. Specifying non-virgin materials when comparable performance can be achieved.
- c. Life cycle economics.
- d. Impacts and threats of harm to human health or the environment.
- e. The environmental performance of vendors in providing products and services.

**3.4 Purchases Supported by Grant Funds.** Departments shall review all requirements for grant funding to insure the procurement process required as a condition to receiving said grant funds are complied with during the procurement of the item. Procurement and Contract Services will assist in the inclusion of all required procedures that are in addition to the requirements of this policy.

In the event a specific procurement procedure is required to be in writing, pursuant to grant rules and regulations, when the City is procuring an item which is funded in whole or in part by grant funds, the City Manager shall have the authority to authorize the amendment of this Procurement Policy by supplement to incorporate the special requirements of that procurement, such requirements however shall not alter the dollar thresholds as set forth herein, or violate any existing ordinances or resolutions of the City.

**3.5 Computer Related Items.** Purchases of computer-related equipment/software must be made via the ITS Department unless the Chief Technology Officer (CTO) delegates certain purchases to certain departments. All purchases shall be in

compliance with the procurement policy contained herein. Prior approval of the CTO or designee is required to purchase, transfer or dispose of any computer software or related hardware.

**3.6 Capital Asset Items.** Departments are responsible for following the City's Capital Asset Policy when accepting and receiving any item that meets the definition of a capital asset. An item is a capital asset if:

- a. It is tangible in nature;
- b. Has a useful life longer than two years; and
- c. Has a value exceeding \$5,000.

**3.7 Sensitive Asset Items.** This is defined as an asset with a value below the capitalization threshold which could easily be adopted for personal use or converted into cash, including property for which theft, loss, or misplacement could be dangerous to the public safety or community security. Sensitive asset property must be subject to physical security, protection, control and accountability. Examples of sensitive asset items include but not limited to:

- a. Fire Arms and Weapons;
- b. Computers;
- c. Cellular Phones; and
- d. Audio visual equipment.

**3.8 Licenses.** City vendors shall secure licenses as may be required by City ordinance or other applicable law and pay all associated charges and fees. A current City of Lee's Summit, MO, Business License shall be required, unless exempted by City ordinance. Before the issuance of any purchase order, contract or agreement, proof of a business license (i.e. xerographic copy of the paid receipt or of the actual license) shall be provided to the applicable contracting or ordering department. Said applicable contracting or ordering department shall keep said license on file. A business license shall not be required if the vendor's place of business does not reside in the City of Lee's Summits' city limits and is only delivering products or equipment.

**3.9 Permits.** Any City municipal building permits required for City building/construction projects shall be provided by the City at no cost to the vendor.

**3.10 Insurance Requirements.** If applicable, vendors shall provide a certificate of insurance in accordance with all stipulated requirements.

**3.11 Vendor Requirements.** To be placed in the City's ERP system as a vendor, vendors are required to provide a Federal W-9 and a completed City's Vendor Information Form to the applicable ordering/contracting department. Said forms are to be provided to the City's Accounts Payable Division so vendors can be established in the City's ERP software system.

**3.12 Transaction(s).** All transactions performed by City personnel shall be in compliance with this policy. It is the responsibility of City personnel to utilize the proper procurement and/or solicitation method for a single transaction or multiple transactions based upon estimated annual spend.

**3.13 Work Authorization and E-Verify.** 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 contract. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. When applicable, solicitations shall require the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program prior to the issuance of a contract.

#### **SECTION 4. PROCUREMENT METHODS AND DOLLAR THRESHOLDS**

**4.1 Approved Procurement Methods.** The City department conducting the solicitation will work with the Procurement and Contract Services Division as needed to determine the appropriate solicitation process. Approved methods of procurement are the utilization of established contracts and agreements, unrestricted, quotes, informal bids/solicitations, or formal



bids/solicitations. These methods enable the procuring department(s) to achieve the maximum in efficiency and convenience, the utilization of economy of scale whenever possible as well as maintaining the necessary checks and balances to protect the utilization of public funds. All procurement methods shall be performed in compliance with this policy.

**4.2 Types of Procurement Methods and Dollar Thresholds.** Items not available on an existing City contract or authorized as an emergency purchase may be purchased by departments in accordance with the following:

4.2.1. **Unrestricted: \$.01 to \$2,999.99** - Departments are strongly encouraged to obtain the lowest cost through cost comparisons. This method requires approval as determined by the specific department.

4.2.2. **Request for Quotations (RFQ): \$3,000.00 to \$9,999.99** – City staff shall secure a minimum of three (3) quotations (if possible) from vendors if the item being procured is not available on an existing contract and if a sufficient number of vendors are available. This method requires approval by the Department Director or designee.

4.2.3. **Informal Bids/Solicitations: \$10,000.00 to \$49,999.99** – All informal solicitations within this dollar range shall be submitted to a pre-determined vendor list and may be broadcast on the internet. This method requires approval of a contract by the City Manager.

4.2.4. **Formal Bids/Solicitations (IFB): \$50,000.00 and over** – All solicitations for this dollar range shall be appropriately advertised, broadcast and received either in hard copy or electronically via a City approved Electronic Bidding System as determined by the department unless state or federal law governing a specific procurement provides otherwise. This method requires approval of a contract by the City Council.

## **SECTION 5. TYPES OF CONTRACTS/AGREEMENTS**

**5.1 One-Time Purchase Contract/Agreement.** This is a contract/agreement for the procurement of a good or service that covers no more than one purchase unless multiple purchases of the same product are indicated for a short duration.

**5.2 Term Contract/Agreement.** These are contracts/agreements in which a source of supply or services is established for a specified period of time with established specific pricing, which the City intends to use on an as-needed basis. Purchases must be within the using Department's approved budget.

**5.3 Term Professional Service Agreement or Construction Contract.** A term professional service agreement or Construction Contract is a contract/agreement for services such as engineering, architectural, land surveying, consulting, construction or other specialized or technical services in which a source of supply is established for a specified period of time for specified services all at a predetermined unit price. When utilizing a term professional services agreement or construction contract, the using department personnel shall confirm the work is within the general scope of the agreement and validate rates and unit costs applicable to the required work.

- a. For a defined scope of work, staff will obtain a quote before authorizing the provider to proceed.
- b. Confirm in writing the applicable rates or other costs contained in the agreement that will be used for work performed on an hourly or other unit price basis.
- c. The cost of any single task authorized by the department director must be less than \$50,000.
- d. Tasks costing \$50,000 or more must go through the City Council approval process.

**5.4 Piggyback (Piggyback Cooperatives).** A form of intergovernmental cooperative procurement in which an entity will be extended the pricing and terms of a contract entered into by another entity. Generally an entity will competitively bid and award a contract that will include language allowing for other entities to utilize the contract which may be to their advantage in terms of pricing, thereby gaining economies of scale that they normally would not receive if they competed on their own. In this type of contract the City is not necessarily a party to the contract.

The City Manager shall have the authority to approve the City's participation in any piggyback contract(s) if estimated annual spend is less than \$49,999.99. City Council approval shall be required if the estimated annual spend exceeds \$50,000.00.

**5.5 Cooperative Contracts.** Contracts established when two or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits. In this type of contract the City would be a party to the contract. The City Manager shall have the authority to approve the City's participation in any cooperative

contract(s) if estimated annual spend is less than \$49,999.99. City Council approval shall be required if the estimated annual spend exceeds \$50,000.00.

**5.6 Revenue Generating Contract/Agreement.** A contract/agreement that generates revenue for the City rather than the expenditure of City funds.

**5.7 Requirement for City Council Approval.** Unless otherwise stated herein, all contracts in which the City is expending \$50,000.00 or more, or is anticipated by City staff to result in commission from a vendor of \$50,000.00 or more shall be subject to approval by the City Council.

## **SECTION 6. CONTRACT AMENDMENTS**

A Contract Amendment is necessary when there is a change in the quantity, cost, or scope of the item, service or work provided under the contract.

**6.1 Changes to Non-Construction Contracts.** Contract amendments shall be in writing and executed by all parties.

6.1.1. Changes resulting in total contract amount of \$49,999.99 or less must be approved by the applicable Department Director or their designee and executed by the City Manager.

6.1.2. Changes resulting in a total contract amount of \$50,000.00 or more must be approved by the City Council and executed by the City Manager.

**6.2 Change Orders to Construction Contracts.**

6.2.1. **Contracts \$500,000.00 and Greater:** For changes in quantities, materials, or costs not associated with a change in the contract scope, or change orders up to a cumulative total increase of five percent (5%) or less of the original contract amount must be approved by the appropriate Department Director and the City Manager. Change orders resulting in a revised contract amount exceeding five percent (5%) of the original contract, any single change order for an increase of \$100,000.00 or more, or any change in contract scope must be approved by the City Council. Any change order resulting in a decrease in quantities, materials or costs must be approved administratively by the appropriate Department Director and the City Manager.

6.2.2. **Contracts less than \$500,000.00:** For changes in quantities, materials, or costs not associated with a change in the contract scope, or change orders up to a cumulative total increase of ten percent (10%) of the original contract amount must be approved by the appropriate Department Director and the City Manager. Change orders resulting in an increase to the revised contract amount exceeding ten percent (10%) of the original contract, any single change order for an increase of \$50,000.00 or more, or any change in contract scope must be approved by the City Council. Any change order resulting in a decrease in quantities, materials or costs must be approved administratively by the appropriate Department Director and the City Manager.

**6.3 Change Authorizations for Construction Contracts.** When total change orders exceed the percentages outlined above, and, due to the stage of construction in progress or to prevent a lengthy delay in a project, the applicable Department Director, with the approval of the City Manager and with notification to the appropriate City Council committee chairperson, can issue a Change Authorization. The change authorization must be incorporated into a formal change order and presented to City Council for ratification at the next available meeting.

**6.4 Changes in Contract Time.** For changes in contract time not associated with a change in contract scope, additional time up to a cumulative total of ten percent (10%) of the original contract time must be approved by appropriate Department Director and the City Manager. Change orders resulting in a revised contract time exceeding ten percent (10%) of the original contract time, a single change order increasing contract time by 30 days or more, or any change in contract time due to a change in scope must be approved by the City Council. Any change order resulting in a decrease in contract time must be approved administratively by the appropriate Department Director and the City Manager.

**6.5 Modifications to One Time Design Consultant Contracts.** For modifications to one-time contracts for design of capital projects, changes in cost of services, not associated with a change in the contract scope, up to a cumulative total increase of five percent (5%) or less of the original contract amount must be approved by the appropriate Department Director and the City Manager. Modification resulting in a revised contract amount exceeding five percent (5%) of the original contract, any single modification for an increase of \$100,000.00 or more, or any change in contract scope must be approved by the

City Council. Any modification resulting in a decrease in cost must be approved administratively by the appropriate Department Director and the City Manager.

## **SECTION 7. SOLICITATION PROCESSES**

### **7.1 Request for Quotes (RFQ).**

7.1.1. The City department conducting the solicitation should identify the specific good or service to be quoted. The Department should identify any applicable special requirements that could include but not limited to the following: Current Prevailing Wage and incremental increase, City Business License, Certificate of Insurance (COI) naming the City as additionally insured under general liability, additional insurance requirements, Federal Work Authorization Affidavit and E-Verify Signature page (only for **services** that are \$5,000.00 or more), shipping and handling cost if not included in unit price, and estimated delivery time after receipt of order.

7.1.2. Requests for quotes may be made by any method conducive to providing all necessary information for soliciting a response. An actual quote should be provided by the potential vendor via email, fax or mail to insure that the goods or services quoted meet the requirements of the solicitation as well as the expectation of the requestor.

7.1.3. The City department conducting the solicitation shall utilize the Procurement and Contract Services Quote Form located on the City's intranet to summarize the quotes received. The completed Quote Form and any attachments (including individual submittals) associated with the Quote Form shall be approved by the applicable Department Director or designee and forwarded to the applicable Procurement Officer after the requisition has been entered and approved so it can be attached to the purchase order via the City's (ERP) system. The requisition number shall be identified on the Quote Form.

7.1.4. If a quote is chosen from a new vendor, a W-9 and vendor information form must be submitted to Accounts Payable.

**7.2 Bidding.** The City department conducting the solicitation shall determine the appropriate solicitation method in compliance with this policy. If assistance is requested, Procurement and Contract Services staff will meet with the City department conducting the solicitation to assist in determining the appropriate method of procurement. This meeting may also identify any special requirements, establish the tentative timeline for the project, estimate costs, define roles, and identify possible suppliers. The meeting will also determine which division/department will be responsible for preparing specifications and other bid documents. If documents are prepared by Procurement and Contract Services staff they will be submitted to the department conducting the solicitation for review and approval prior to letting.

7.2.1 Every bid shall state the closing date and time after which bids will not be accepted. The City department conducting the solicitation is authorized to extend the closing date for any bid if all responding bids have remained sealed, and if notice of the extension is provided to all potential vendors prior to the original opening time.

7.2.2 Bids shall be evaluated by the City department conducting the solicitation. The bid shall be awarded to the lowest, most responsive/responsible bidder, including consideration of any incentives, early payment discounts, buy-back provisions, or life cycle costs or other specified evaluation criteria included in the bid document that is deemed to be in the best interest of the City upon the recommendation and approval of the City department conducting the solicitation or their designated representative.

7.2.2.1. Informal Bidding – The City department conducting the solicitation will distribute the specifications to a minimum of three potential vendors (when possible). Written or electronic bids shall be required as stipulated in the informal bid document. Informal Bids between \$10,000.00 and \$49,999.99 may be broadcast on the internet.

7.2.2.2. Formal Bidding – On formal bids, appropriate advertisement is required. Performance, payment bonds, and bid bonds may be required. City Council approval is required on all formal bid recommendations for award of \$50,000.00 and over.

**7.3 Requests for Proposal (RFP).** Every RFP shall state the closing date and time until such proposals will be accepted. If the request has an indefinite closing date and will remain open until a satisfactory proposal is received, the request shall so state. The City department conducting the solicitation is authorized to extend the closing date for any RFP if all responding proposals have remained sealed and notice of the extension is provided to all potential respondents prior to the original closing time.

7.3.1. Selection Committee – A selection committee shall be established by the Project Manager to review the proposals and rate each firm according to the evaluation criteria established in the Request for Proposal.

7.3.2. Evaluation Process – The committee shall use the evaluation criteria established in the RFP. A two-step process may be used whereby the selection committee will first rate each proposal received on criteria established in the Request for Proposal. The composite scores of the committee will be used to determine the top rated firms which may be interviewed. If interviews are conducted, the firms are rated after the interviews and a second composite score recorded. The interview composite score sheet will be used to determine the highest rated respondents interviewed.

7.3.3. Evaluation Criteria-Best Value Procurement – The evaluation criteria shall be determined as a part of the RFP, which may include, but not be limited to, evidence of experience, reliability, references, expertise of firm, expertise of key personnel, and project approach. Cost may or may not be an evaluation criteria depending upon the nature of the project, but shall be predefined in the RFP document.

7.3.4. Negotiation Process – Upon determining the highest rated respondent, the Department Director or designated representative will then begin negotiations with the respondent receiving the highest score. If the City is unable to negotiate mutually agreed upon terms with the top rated respondent, the City shall begin negotiations with the second rated respondent, and so forth until mutually agreed upon terms are reached. After said terms have been reached, the City should request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement.

7.3.5 Whenever construction management services are needed, the Department Director or the Project Manager shall prepare a Request for Proposal (RFP) which may include:

1. Fees for overhead and profit;
2. Reimbursable costs for reimbursable items as defined in the City’s request for proposal;
3. Qualifications;
4. Demonstration of ability to perform projects comparable in design, scope and complexity;
5. Demonstration of good faith efforts to achieve compliance with federal, state and local affirmative action requirements, if applicable;
6. References of owners for whom construction management services have been performed;
7. Financial strength;
8. Qualifications of in-house personnel who will manage the project; and
9. Demonstration of successful management systems which have been employed for the purposes of estimating, scheduling and controlling costs.
10. The solicitation file shall contain documentation of the basis for respondent selection.

**7.4 Invitation to Negotiate (ITN).** The City may procure commodities and contractual services by an ITN. An ITN is used when the goals or problems can only be generally described in the scope of work. Respondents provide proposed solutions to the problem or methodologies to achieve the desired goal.

7.4.1 The ITN shall include: (1) a statement of the commodities or contractual services sought; (2) the time and date for the receipt of replies and the public opening as provided in the ITN document; (3) the primary terms and conditions applicable to the procurement, including the criteria to be used in determining the acceptability of the reply; (4) the time frames for completion of the work, including renewal periods, if applicable, and (5) the format for the recommended pricing structure.

7.4.2 A response is generally evaluated for its technical merit, innovative methodology, experience, and cost within the limitations set forth in the ITN. It differs from an RFP in that responses may be refined during the negotiation and evaluation process prior to making an award of the contract. Proposals may be ranked at any point in the evaluation process when the Evaluation Team determines it has received sufficient information from respondents. Ranking is not required prior to negotiations. The City may negotiate concurrently with multiple respondents selected for negotiations.

7.4.3 The City may select one or more respondent(s) upon the conclusion of negotiations. At the conclusion of negotiations, the City should request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm(s) to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement. When concurrent negotiations are held, BAFOs should be obtained from all respondents participating in the negotiations prior to final evaluation and recommendation of award.

The City may award contract/agreement(s) to one or more responsible respondent(s) based on the BAFOs the City determines who will provide the best value and best meet the City’s objectives.

7.4.4 The solicitation file shall contain documentation of the basis for respondent selection, setting forth the deliverables and price pursuant to the contract/agreement, and explaining how these deliverables and price meet the objectives of the solicitation.

**7.5 Qualifications Based Selection (QBS).** The QBS process must be used for selection of professional services consultants for architecture, engineering, land surveying and landscape architecture in accordance with state statutes. The City also uses QBS in the selection of design-build teams due to the professional service providers included in the team. QBS may be used for other types of services allowed by law and determined by the Project Manager.

7.5.1 Whenever architectural, engineering, land surveying, landscape architecture or design-build services are needed, the Department Director or designated representative of the City department conducting the solicitation shall prepare a Request for Qualifications (RFQu). The RFQu will include a description of the project or services required and the criteria to be used in evaluating responses from interested professionals. Criteria should be tailored for the specific project or services needed and may include such items as:

- The specialized experience and technical competence of the respondent with respect to the type of services required;
- The capacity and capability of the respondent to perform the requested work;
- The past record of performance of the respondent with respect to such factors as control of costs, quality of work, and ability to meet schedules;
- The respondent's familiarity with the area in which the project is located.
- The respondents understanding of the required services and specific ways in which the firm is most qualified to provide those services.

7.5.2 For design-build RFQs the criteria may also include a list of architects, engineers, land surveyors, contractors, etc. proposed to provide services and their applicable hourly rates.

7.5.3 When an RFQu is used, a selection committee shall be established by the Department Director or the Project Manager to review the qualifications. Each committee member will rate each respondent's response according to the criteria set forth in the RFQu. The ranking of respondents by the committee will be used to determine the top rated respondent, which may be interviewed at the discretion of the Department Director or the Project Manager. If interviews are conducted, the respondents are again rated after the interviews according to the criteria and a final ranking by the committee will determine the most responsive and qualified respondent(s). The solicitation file shall contain documentation of the basis for selection.

7.5.4 If the Department is unable to negotiate a satisfactory contract with the selected respondent, those negotiations shall be terminated. Negotiations shall then commence with the second ranked respondent. If there is failure to reach agreement with the second respondent, the process will repeat until a contract has been successfully negotiated. At the conclusion of negotiations, the City should request a fully executed best and final offer (BAFO) from an authorized agent of the selected firm(s) to document any changes made during the negotiation process. Said BAFO shall be incorporated into the applicable contract/agreement. If there is a failure to negotiate a contract with any of the respondents, the Department shall reevaluate the necessary services and scope of work and re-issue a revised RFQ if appropriate and proceed in accordance with the provisions of this article.

7.5.5 For design-build services, contracts may be negotiated as two separate agreements: 1. For preliminary design-build services and; 2. For final design-build services, or a single initial contract for all services.

**7.6 Requests for Information (RFI).** RFIs can be utilized prior to preparing bid documents, RFPs or RFQs.

## **SECTION 8. NON-SOLICITATION TYPE OF PROCESSES**

**8.1 Unrestricted.** Departments procure goods or services not available through existing contracts and are less than \$2,999.99.

**8.2 Emergency Purchase.** Immediately upon determining that an emergency situation exists, as defined in Section 1, and prior to contacting vendors for supplies and services, the Procurement and Contract Service Manager shall determine the appropriate course of action. The Procurement and Contract Services Manager (CPO) or designated representative shall determine whether the purchase can be made utilizing an existing procurement contract on a timely basis or securing a

minimum of three (3) quotations from vendors, if a sufficient number of vendors and adequate amount of time is available. Emergency purchases shall be made with as much competition as practical under the circumstances. Departments must submit emergency purchases on the appropriate form and must include an explanation of the emergency.

8.2.1 The Procurement and Contract Service Manager (CPO) shall have the authority to approve all emergency purchases \$24,999.99 and below. Emergency purchases \$25,000.00 to \$49,999.99 require the approval of the City Manager. An emergency purchase that exceeds \$50,000.00 shall be presented to City Council by City Staff at the earliest opportunity after purchase has been made.

8.2.2 In certain emergency situations, the City Manager shall have the authority to execute an emergency contract modification where approval by the City Council would otherwise be required. The City Manager shall only execute the emergency modification if the work qualifies as an emergency and the overall budget is not exceeded. The emergency modification shall be submitted to the City Council by the City Manager for ratification at the next available Council meeting.

8.2.3 During periods of a “declared city emergency” by the Mayor, purchases may be made in accordance with the City’s Emergency Operations Plan.

**8.3 Sole Source.** The Procurement and Contract Services Manager (CPO) may waive the requirement of competitive bids or proposals for supplies/services when he/she has determined in writing the following conditions:

- a. supplies or services are proprietary and only available from the manufacturer or a single distributor;
- b. based on past procurement experience, it is determined that only one (1) distributor services the region in which the supplies are needed;
- c. supplies or services are available at a discount from a single distributor for a limited period of time; or
- d. A firm has significant previous or specialized knowledge on a proposed project that would result in significant monetary and/or time savings in completion of the project.

8.3.1 Sole source purchases shall be subject to approval as follows:

- \$.01 – \$9,999.99: Department Director and the Procurement and Contract Services Manager (CPO) prior to purchase
- \$10,000.00 - \$49,999.99: City Manager prior to purchase, with written recommendation from the above.
- \$50,000.00 and over: City Council prior to purchase with written recommendation from the above.

**8.4 Exempt Transactions.** Specific types of transactions are deemed to be ineligible for competitive pricing and are therefore exempt from the procurement policies defined herein. These transactions include:

- Utilities
- Advertising
- Professional memberships, sponsorships, or training
- Subscriptions to professional publications
- Travel reimbursement and direct payments to travel related vendors
- Maintenance and/or support contracts with vendors pertaining to software or hardware, which are required in order to maintain warranty compliance or the continuation of licensing and/or maintenance agreements
- Payments made in connection with risk management claims

## **SECTION 9. REAL PROPERTY PROCESSES**

### **9.1 Sale or Lease of Real Property.**

- a. All sale or lease of real property and any contracts pursuant hereto shall be subject to approval by the City Council.
- b. Prior to City staff actively marketing real property for sale or lease, the City Manager shall seek approval from the City Council regarding the method(s) used to market said property.

### **9.2 Acquisition of Interests in Rights-of-Ways and Easements.**

- a. As used in this article, the following terms shall have the described meaning:
  1. *Settlement Amount* - the amount to be paid by the City in consideration of receiving a property interest from a property owner.

2. *Appraised Value* - the fair market value of the subject property as determined by the City's qualified appraiser and may include replacement and/or relocation costs of amenities or facilities located within the real estate tract to be acquired.
3. *Excess Amount* – the difference between the Settlement Amount and the Appraised Value.
4. *Property* – legal interests in real estate acquired for public purposes.

b. Staff is authorized to acquire property administratively when the following conditions are met:

1. The property is needed in order to proceed with a project that is part of the Capital Improvement Program that has been approved by the City Council; and,
2. Funding for said project has been included in the current capital or annual budget approved by the City Council.

c. Administrative Procedures for Acquisition

1. If the proposed Settlement Amount is equal to or less than the Appraised Value, the City Manager or designee may approve the acquisition of the property, regardless of amount.
2. If the Excess Amount is less than or equal to \$10,000.00, the City Manager or designee may approve the acquisition of the property.
3. All other proposed acquisitions must be presented to the City Council for approval.

d. The City Manager, Mayor or designee is authorized to execute all documents necessary to carry out the intent of this policy.

e. All deeds, agreements and other documents used for an acquisition under this policy must be approved by the City's Law Department.

### **9.3 Purchase of Real Property-Fee Simple:**

- a. The purchase of real property in fee simple shall not be subject to the solicitation requirements set forth herein.
- b. The purchase of real property in fee simple in the amount of \$50,000.00 or more shall be subject to City Council approval.

## **SECTION 10. PAYMENT AND PROCUREMENT METHODS AND PROCEDURES**

**10.1 Petty Cash.** Petty cash shall only be used for purchases ranging from \$.01 to \$50.00.

**10.2 Procurement Card (P-Card).** P-Cards may be used to make purchases in accordance with this policy and the P-card policy.

**10.3 Payment Information Form (PIF).** A PIF may be used for payment of supplies or services **only when a purchase order or P-card cannot be utilized.** PIFs are to be submitted to Accounts Payable with the invoice and any other supporting documentation. PIFs are located on the intranet under Online Forms for the Finance Department.

**10.4 Purchase Orders.** Supplies and services that are not procured utilizing a P-Card or paid for using petty cash or a Payment Information Form (PIF) shall be procured with the issuance of a purchase order.

10.4.1 A requisition must be entered into the City's ERP system by the Department prior to a purchase order being issued by Procurement and Contract Services. Procurement and Contract Services will generate a Purchase Order document from the approved requisition information.

10.4.2 An inverted purchase order is a type of purchase order issued for multiple contract items that will be purchased, received, and invoiced over a period of time. The inverted purchase order will remain open with 'draws' or invoices paid from said purchase order. Inverted purchase orders should only be issued after consulting with Procurement and Contract Services and Finance to make sure that its utilization will meet all of the needs of the requestor.

10.4.2 If a Purchase Order was issued for an amount of \$49,999.99 or less and was placed less than one hundred eighty (180) days of the date of the original quote, departments are authorized to repeat an order for a maximum amount of \$25,000.00, provided that the supplier agrees to the original quote terms and pricing. When repeating an order, and prior to placing the order, the department must enter a new requisition (referencing original quote) into the ERP system for Procurement and Contract Services to create a new purchase order.

## **SECTION 11. RECEIVING, DELIVERY, FREIGHT and PRODUCT TESTING**

**11.1 Delivery and Receipt of Goods and Services.** The City of Lee's Summit uses decentralized receiving. City Departments are responsible for receiving goods and services they have ordered or had ordered for them either by physical signature or via the ERP system dependent upon the payment type to be utilized. Their physical signature or electronic signature in the ERP system indicates they have accepted the item or service and that it is in the correct quantity, size, and color and is in satisfactory working condition. Departments via their representative(s) are required to inspect the delivery and make note if there are external signs of damage. Internal damage or missing items shall be reconciled with the supplier and Procurement and Contract Services immediately. When items are delivered to City Departments, the only paperwork to be signed is the delivery notice. City Departments may conduct the receiving process in the ERP system which may not require paper transfers between departments. Any other vendor/supplier purchase order, document, contract, warranty, maintenance agreement, etc. are NOT to be signed at delivery. Department representatives should review aforementioned documents with applicable procuring department upon receipt of documents.

**11.2 Freight/Shipping on Orders.** The City shall use F.O.B. Destination as its primary freight or shipping designation.

**11.3 Product Testing/Demonstrations.** Product demonstrations may be held as deemed appropriate without prior approval of Procurement and Contract Services. In no event shall the retention of a test item by the City be evidence of intent to purchase said item.

## **SECTION 12. BID PROTESTS**

This procedure is intended solely as an attempt to provide bidders with the opportunity to communicate perceived issues to the City department conducting the solicitation. It is not intended to create any legal right, cause of action, property interest or independent means of redress that does not otherwise exist under Missouri law. It shall not serve to abrogate or effect the City's exclusive right to determine the lowest and most responsible bidder in any particular bid situation. Any correspondence initiated by, that involves or may involve legal representation shall be addressed to and handled by the City's Legal Department.

**12.1 Right to Protest.** Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may protest to the applicable City department conducting the solicitation. The protest shall be submitted in writing to the City Clerk within 48 (forty-eight) hours after such aggrieved person knows or should have known of the facts giving rise thereto. The protest shall identify specific issues that are being protested and the facts that the protestor believes support the claim. It is the protestor's responsibility to establish his/her case. If and when the applicable City procuring entity is directly involved in the procurement action then the Director of Finance shall review the case and respond within the timeframe stated above.

**12.2 Review of Protest.** The Department Director of the City department conducting the solicitation shall have the authority to resolve a protest of an aggrieved bidder concerning the solicitation or award of a contract.

**12.3 Decision/Notice of Decision.** The applicable Department Director or Procurement and Contract Services manager, whoever was responsible for the solicitation, shall issue a decision in writing within three (3) business days of actual receipt of the protest. The decision shall state the reasons for the action taken. A copy of the decision shall be mailed or otherwise furnished immediately to the protestor.

**12.4 Appeal.** A protestor may appeal the decision by submitting a written appeal to the City Manager within five (5) business days of the date of the Department Director decision. The written appeal shall state with specificity the facts supporting the protestor's position. The appeal shall be reviewed by the City Manager or designee, who will issue a decision in writing within five (5) business days of receipt of the protestor's timely filed written appeal.

**12.5 Finality of Decision.** A Director's decision shall be considered final and is not subject to appeal or further consideration unless a timely appeal is filed. In the event of a timely appeal, the decision of the City Manager, or designee, shall be considered final and not subject to appeal or further consideration.



**12.6 Stay of Procurements during Protest.** In the event of a timely protest, the City of Lee’s Summit shall not proceed further with the solicitation or with the award of the contract until the protest process is complete, unless the City Manager makes a written determination that the award of the contract without delay is necessary to protect substantial interests of the City.

**SECTION 13. OTHER PROTESTS AND DISPUTES**

**13.1 Protests of Non-Bid Solicitations.** Any protest regarding a non-bid competitive solicitation, such as RFP, QBS or ITN process, shall follow the same steps as previously outlined for bid protests.

**13.2 Disputes with Vendors.** City staff involved in the disputed procurement shall notify Procurement and Contract Services or the City department conducting the solicitation in a timely manner, concerning any complaint or dispute regarding an order, delivery, specification, defective supplies or poor performance by a supplier. Any decision concerning an attempt to cancel a contract or an attempt to resolve a dispute regarding defective products or unacceptable services shall be made jointly by Procurement and Contract Services and the City department conducting the solicitation. Any correspondence with suppliers shall be conducted via the Procurement and Contract Services Manager (CPO).

**13.3 Disputes between Departments and Procurement and Contract Services.** In the event a procurement dispute arises between the requesting Department and Procurement and Contract Services, the Finance Director supervising the Procurement and Contract Services Division shall make the final decision. If the Department Director of the requesting Department does not agree or accept the decision of said Finance Director, the requesting Department Director and the Finance Director may discuss the issue with the City Manager, or his designated representative and the City Manager or his designee shall make the final decision.

**SECTION 14. DISPOSAL OF PROPERTY (OTHER THAN REAL PROPERTY)**

Department Director or designated representative determines property (other than real property) is no longer needed. Procurement and Contract Services is sent written notification with detailed information of surplus items. Procurement and Contract Services Manager (CPO), Department Director and/or designee will determine the best method for disposal. Once a disposal method is determined the Procurement and Contract Services Manager (CPO) or designated representative will coordinate the process. The following methods will be used for disposal of surplus property:

- Sell by requesting sealed bids.
- Trade-in as part of a bidding process.
- Sell through electronic auctioning process.
- Donate to an approved centralized not-for-profit clearinghouse such as Surplus Exchange Group to be picked up at no charge to the City (only after items have gone through two auction cycles with the City’s e-Surplus auction service).
- Dispose of at the City’s designated landfill if the property has no value.

**SECTION 15. PROCUREMENT POLICY REVIEW**

The Procurement Policy shall be reviewed no less than every two years to ensure that the policy is current with any and all applicable local, state and federal laws as well as City processes and procedures. Any proposed revision(s) shall be discussed with a Procurement Policy Committee that shall be derived from representative(s) from City departments. Those revisions deemed necessary to implement shall be presented to the City Council for approval and adoption.

**QUICK REFERENCE GUIDE**

**Procurement Method**

<p><b>Unrestricted</b> \$01 - \$2,999.99</p>	<ul style="list-style-type: none"> <li>• Quotes not required, cost comparison encouraged</li> <li>• Department administers</li> <li>• Department Director or designee authorization required to purchase</li> <li>• P-Cards may be utilized</li> </ul>
<p><b>Quotes</b> \$3,000.00 - \$9,999.99</p>	<ul style="list-style-type: none"> <li>• Three (3) quotes required if item is not available from an existing contract and if sufficient vendors are available</li> <li>• Department administers</li> <li>• Department Director or designee authorization required prior to purchase</li> <li>• ERP System Utilized – Department must enter requisition before order is placed</li> <li>• If sole source, a sole source form must be signed with required approvals obtained prior to purchase</li> </ul>
<p><b>Informal Bid/Solicitation</b> \$10,000.00 - \$49,999.99</p>	<ul style="list-style-type: none"> <li>• Informal bid/solicitation process required</li> <li>• City department conducting solicitation authorization required</li> <li>• City department conducting solicitation and Department Director authorization required prior to purchase</li> <li>• Broadcasted electronically via the internet if deemed necessary</li> </ul>
<p><b>Formal Bid/Solicitation</b> \$50,000.00 and Over</p>	<ul style="list-style-type: none"> <li>• Formal process required</li> <li>• City department conducting solicitation administers</li> <li>• City department Director in charge of conducting solicitation, City Manager and City Council approval required prior to purchase</li> <li>• Broadcasted electronically via the internet and e-bidding system</li> </ul>
<p><b>Purchase Order</b></p>	<p>Always required for purchases with the exception of:</p> <ol style="list-style-type: none"> <li>1. Capital Project progress payments</li> <li>2. Petty Cash purchase</li> <li>3. P-Card purchase</li> <li>4. Utilization of a Payment Information Form (PIF)</li> </ol>
<p><b>Inverted Purchase Order</b></p>	<p>Set up for commodity/service/construction contract purchases – reduces the need for additional purchase orders against contract</p> <p>-Inverted purchase orders should only be issued after consulting with Procurement and Contract Services and Finance to make sure that it's utilization will meet all of the needs of the requestor</p>
<p><b>P-Card</b></p>	<p>-Procurement and P-Card Policies must be adhered to</p>

Payment Method	\$ Dollar Range	Conditions
Petty Cash	\$01 - \$50.00	-Reimbursed with receipt by supervisor
Payment Information Form	No dollar limits	-To be used for miscellaneous expenses, limited to recurring charges such as utility bills, seminar registration, insurance, etc.

*Yours Truly*

# **Procurement Policy Update**

Finance and Budget

October 14, 2019

# Background

- Current policy was adopted by the City Council October 5, 2017
  - To be reviewed every two years per the policy
- Early 2018 to summer 2018 work began on revisions and updates
- January 2019 the process started back up

# Background

## Reviewing Groups

- ✓ Procurement Staff
- ✓ Law, Finance, Parks & Recreation
- ✓ Department Review
- ✓ City Manager Review
- ✓ Supervisor Review
- ✓ Management Team
- Finance and Budget Committee
- City Council

# Additions, Changes, and Updates

1. Definitions pg. 1
2. Authority and Enforcement
  1. Update of Conflict of Interest by Council (2.8) pg. 8
3. General Requirements
  1. Local, Woman Owned, Minority(3.2 & 3.5) pg. 8
  2. Construction projects coordinate with Public Works(3.9) pg. 9
  3. Prevailing Wage update reference (3.14) pg.9
  4. Contract Total Cost (3.15) pg. 10
  5. Funding (3.16) pg. 10

# Additions, Changes, and Updates

4. Approval Levels (Contract Total Cost-annual spend)
  1. Approval Levels pg. 10
    1. Level I – Discretionary up to \$3,000 (4.1)
    2. Level II - Quotes \$3,000 up to \$10,000 (4.2)
    3. Level III – Informal solicitation \$10,000 up to \$50,000 (4.3)
      1. one-time commodity purchase –quotes
    4. Level IV – Formal solicitation \$50,000 or more (4.4)
  2. Revenue contract levels follow Approval Levels (4.5)
5. Solicitation Processes
  1. On-call contracts for Services (5.6) pg. 13

# Additions, Changes, and Updates

6. Alternative Procurement Methods
  1. Cooperative Purchasing (6.1) pg. 13
  2. Convenience Contracts (6.2) pg. 14
7. Non-Solicitation Type of Processes
  1. Exempt Expenditures list (7.3) pg. 15
8. Contract Modifications
  1. Non-Construction (8.1) pg. 15
  2. Construction (8.2) pg. 16



# Additions, Changes, and Updates

## 9. Project Delivery Methods

1. Engineering Procurement Construction (EPC) (9.5) pg. 17

## 10. Real Property Processes

1. Administrative process clean up (10.2) pg. 17

# Additions, Changes, and Updates

## 13. Protests

1. Filed with the City Clerk and Procurement and Contract Services Manager (13.1) pg. 19
2. Review by Procurement and Contract Services Manager (13.2) pg. 19

## 14. Disputes

1. Contract vs. non-contract (14.1/14.2) pg. 19

## 16. Procurement Policy Review

1. Three (3) year review cycle pg. 20

Questions?

## Packet Information

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**File #:** 2019-3080, **Version:** 1

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Presentation of the FY21 Budget Calendar Overview

Issue/Request:

Presentation of the FY21 Budget Calendar Overview

Key Issues:

The FY21 Budget Calendar Overview outlines key budget dates and milestones for the monitoring of the FY20 Budget (dashboards, amendments, etc.) and the preparation and presentation of the FY21 Budget. The FY21 Budget Calendar Overview's timeline is similar to prior years, with the exception that the FY21 Budget Calendar Overview includes important dates and milestones for Priority Based Budgeting and the Qwestica budget software implementation.

Proposed City Council Motion:

N/A

Background:

N/A

Chris Clubine, Management Analyst

Recommendation: This presentation is for informational purposes.

Committee Recommendation: [Enter Committee Recommendation text Here]

## FY21 Budget Calendar Overview

### July 2019

**July 9, 2019**  
4:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: Dashboards (through May FY19)

### August 2019

**August 12, 2019**  
5:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: Funding for Current and Future Operational Needs (Mr. Arbo), Dashboards (final FY19)

### September 2019

**September 11, 2019**  
6:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: Priority Based Budgeting Update and Next Steps

### October 2019

October 2019  
Budget Kickoff Meeting  
October 7, 2019  
Priority Based Budgeting: Department Scoring Webinar  
October 7, 2019  
Priority Based Budgeting: Departments Begin Scoring Programs  
**October 14, 2019**  
5:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: Review Budget Calendar  
October 22, 2019  
Priority Based Budgeting: Department Scoring Follow Up/ Office Hours Webinar  
October 24, 2019  
Questica Budget Software: Department Super User Training on Operating Module

### November 2019

November 2019  
Departments begin preparing FY20 year end projections  
**November 11, 2019**  
5:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: FY19 Clean Up Amendment, Dashboards (through 1st Quarter-FY20)  
November 12, 2019  
Priority Based Budgeting: Peer Review Scoring Webinar  
November 12, 2019  
Priority Based Budgeting: Peer Review Teams Begin Scoring Programs

### December 2019

December 2, 2019  
Questica Budget Software: End User Training - Topic #1  
December 5, 2019  
Questica Budget Software: End User Training - Topic #1  
**December 9, 2019**  
5:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: Dashboards (through October FY20)  
December 9, 2019  
Questica Budget Software: End User Training - Topic #2  
December 12, 2019  
Questica Budget Software: End User Training - Topic #2  
December 16, 2019  
Questica Budget Software: End User Training - Topic #3  
December 19, 2019  
Questica Budget Software: End User Training - Topic #3

### January 2020

January 2020  
Departments begin preparing FY21 budget requests  
**January 13, 2020**  
5:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: Dashboards (through November FY20)  
January 20, 2020  
All FY20 year end projections due  
January 24, 2020  
City Manager Review of FY20 YE Projections  
January 31, 2020  
Core Expenditure Numbers due

### February 2020

**February 10, 2020**  
5:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: Review of FY19 Year End Projections, PBB Data Presentation, Dashboards (through December FY20)  
February 7, 2020  
Changes to the Schedule of Fees Due  
February 14, 2020  
All expansion requests due for City Manager Review (Personnel, Fleet, Capital, ITS)  
February 2020  
Department budget meetings with City Manager begin  
February 2020  
Parks and Recreation budget to Park Board

### March 2020

**March 9, 2020**  
5:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: FY21 Revenue Projections, Changes to Schedule of Fees, Dashboards (through January FY20)

### April 2020

April 2020  
Annual Report to City Council (TBD)  
April 2020  
Department budget meetings with City Manager conclude  
**April 13, 2020**  
5:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: Dashboards (through February FY20)  
**April 27, 2020**  
5:00 PM  
**Special Finance & Budget Committee Meeting**  
Agenda: Presentation of City Manager's proposed FY21 Budget

### May 2020

May 2, 2020  
Notice of public hearing due by noon  
**May 4, 2020**  
5:00 PM  
**Special Finance & Budget Committee Meeting**  
Agenda: Committee Review of FY21 Budget  
**May 11, 2020**  
5:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: Continued Committee Review of FY21 Budget, Dashboards (through March FY20)

### June 2020

**June 2, 2020**  
6:00 PM  
**City Council Meeting:**  
PUBLIC HEARING, First Reading of FY21 Budget Ordinance  
**June 8, 2020**  
5:00 PM  
**Regular Finance & Budget Committee Meeting**  
Agenda: Dashboards (through April FY20)  
**June 9, 2020**  
6:00 PM  
**City Council Meeting:**  
Second Reading of FY21 Budget Ordinance