

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
Tarah.daugherty@cityofLS.net

INVITATION FOR BID NUMBER 2020-010

The City of Lee's Summit will accept electronic submitted bids through Public Purchase OR Paper Bids mailed or delivered in a sealed envelope with the bid number referenced on the outside of the envelope to the City of Lee's Summit Procurement and Contract Services Division address listed above, from qualified persons or firms interested in providing the following:

**PROCESSING AND MAILING OF WATER UTILITY BILLS
 IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS**

BIDS MUST BE UPLOADED INTO PUBLIC PURCHASE E-PROCUREMENT SYSTEM OR DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER REFERENCED ON THE OUTSIDE OF THE ENVELOPE PRIOR TO THE OPENING DATE OF 2:00 PM LOCAL TIME ON OCTOBER 22ND, 2019

The cutoff date for any questions for this bid is Tuesday, October 15th, 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 bids, to waive technical defects, and to select the bid(s) deemed most advantageous and the best value 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**BID #2020-010**

The City of Lee's Summit will accept separate sealed bids from qualified persons or firms for Processing and Mailing of Water Utility Bills as a yearly contract. Bids must be received electronically into Public Purchase OR delivered in a sealed envelope with the bid number on the outside of the envelope to City Hall to Tarah Daugherty of the Procurement and Contract Services Division by 2:00 P.M. Local time, on Tuesday, October 22nd, 2019. Bids will be read aloud publicly City Hall, 220 SE Green Street, Lee's Summit, MO 64063, at the specified bid opening date and time. No decisions regarding award are made at the formal opening of bids. Bidders are invited, but not required to attend the opening.

Bidding documents and any addendums are available by accessing the City's e-procurement system, Public Purchase or by contacting the Procurement Officer or City staff conducting this solicitation. 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 bids 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.

Tarah Daugherty, Procurement Officer II

SCOPE: The City of Lee's Summit is seeking qualified firms or persons to provide Processing and Mailing of Water Utility Bills on an as needed basis. If awarded, a yearly contract will be established. Quantities identified in this Solicitation are only an estimate and are not guaranteed.

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 conducting the solicitation, addendum(s) will be issued via Public Purchase. All addendums(s) must be signed and included with submitted bid.
- 1.2 The bidder MUST complete EVERY SPACE in the section marked "OFFEROR'S BID" through the use of either a "YES" to indicate that the item being bid is exactly as specified, OR "NO" and a notation with the item number, and a description shall be provided to indicate any deviation of item being bid from the specifications.
- 1.3 Acceptance of this bid or any part thereof, in writing, within one hundred twenty (120) days after the closing date by the City Manager of the City of Lee's Summit shall constitute a legal and binding agreement; wherein, the supplier shall furnish the supplies or material in accordance with the specifications and bid offer on the written order of the City Manager.
- 1.4 Bids submitted made on separate forms are NOT acceptable unless specified in the bid document. Failure to complete bid forms to the satisfaction of the City Procurement and Contract Services Manager may result in rejection of your bid.
- 1.5 It is the responsibility of each bidder before submitting a bid to examine the bidding documents thoroughly and request an interpretation or clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Requests for clarification and any questions must be received no later than Tuesday, October 15th, 2019 at Noon, Local Time.
- 1.6 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.
- 1.7 Quantities stated herein represent an estimate for the period of time stated. Orders shall be placed for actual requirements as needed.
- 1.8 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. In the event of errors in extension of total price(s), the unit price(s) shall prevail.
- 1.9 Bids will be publicly opened and read aloud at the time indicated on the Invitation for Bid. The 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.
- 1.10 The City reserves the right to award this contract in its entirety or to split the contract among bidders, whichever is in the best interest of the City. The City may accept any item or group of items of the bid unless qualified by specific limitation of the bidder.
- 1.11 If an award is a result of this Invitation for Bid, a contract in the form of a Term & Supply Contract will be issued.
- 1.12 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.
- 1.13 Any Contract Awarded pursuant to this bid shall be subject to the following Terms & Conditions located on Pages 20-26. 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 negotiate 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 Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the 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 Procurement and Contract Services Manager of increased costs incurred by the Contractor for any element of the bid 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 successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Lee's Summit, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Procurement and Contract Services Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. It shall be the responsibility of the successful bidder to contact the Development Center, (816) 969-1220, for information to obtain business licenses. A business license shall not be required if the awarded contractors' 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 successful bidder must provide Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to award of contract.
- 2.4 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. The City's standard payment terms are Net 30 Days. No Pre-billing shall be allowed, unless prior written approval is obtained.
- 2.5 **Compliance:** The following items shall be provided by the successful bidder to the City of Lee's Summit Procurement and Contract Services Division:
- 2.5.1 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)
 - Hard Copy Samples--Vendors are required to submit with their bid a qty of two (2) laser printed addresses on envelopes as well as a qty of two (2) billing statements.
- 2.5.2 To be provided prior to the issuance of a contract:
- Business License
 - List of References and Experience on form provided
 - Certificate of Insurance in accordance to the Insurance Requirements in this Solicitation
 - Notarized 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).
- 2.6 **No Financial Interest or Other Conflict:** By submission of its response, the bidder certifies that they are in compliance with items 2.5.1 through 2.6.4.
- 2.6.1 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.
- 2.6.2 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.
- 2.7 **Debarment and Suspension Status:**
- 2.7.1 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.

- 2.7.2 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.
- 2.7.3 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.
- 2.7.4 Offeror has not, within a three year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.
- 2.8 Basis for award shall include, but is not limited to, the following:
- 2.8.1 Meeting of Specifications
 - 2.8.2 References & Experience of Provider
 - 2.8.3 Personnel Qualifications
 - 2.8.4 Services Costs
 - 2.8.5 Availability of the Provider to the City for efficient production and delivery
- 2.9 The using Department for this awarded contract shall be Water Utilities Support Services located at 1200 SE Hamblen Rd, Lee's Summit, MO 64081. The contact shall be Dom Bennett, Account Services Manager, at 816-969-1916, or appointed staff.
- 2.10 Contractor's responsibility—All work must be performed by skilled, experienced personnel, directly employed, supervised and trained to work with materials and equipment of the printing trade. The awarded contractor shall be available to City representatives "on call as needed" during production. The City reserves the right to inspect the bidder's production facility as part of the evaluation for award.
- 2.11 The Water Utilities Department generates utility bills in four (4) cycles, dated on the 7th, 14th, 21st and the second to the last day of the month. The Department projects that it will mail approximately 400,000 utility bills annually. Utility bills will be transferred to the contractor the day preceding the cycle bill date for next day delivery to the assigned post office entry facility. The current billing system being utilized by Water Utilities is CIS Infinity v3.0113a from Advanced Utility Systems.
- 2.12 The Water Utilities Department will deliver to the contractor print stock for utility bills. The awarded Contractor shall provide adequate storage for bill stock, mailing envelopes, and remittance envelopes. The awarded Contractor shall provide access to inventory upon request.
- 2.13 The Water Utilities Department processes notices for delinquent accounts that will be transferred to the contractor for distribution on Wednesdays with exception of the City observed holidays where the notices may be transferred on Tuesday. Notices for delinquent accounts will be transferred to the contractor by 1:00pm for same day delivery to the assigned post office entry facility.
- 2.14 The Water Utilities Department issues two (2) notices on closed accounts identified as "Urgent" (1st Notice) and "Final" (2nd Notice) that will be transferred to the contractor similarly to notices for delinquent accounts (2.10). The Department distinguishes between these notices to accelerate payment. See attached Exhibits of Urgent Notice and Final Notice.
- 2.15 The Water Utilities Department issues backflow device test notices and subsequent past due notices. Notices are provided to approximately 6,000 customers. Test notices are combined, (front and back), with list of licensed companies who perform testing services. See attached Exhibits for reference. Envelopes for mailing notices shall be provided by Water Utilities Department.
- 2.16 The Water Utilities Department is currently transitioning payment processing venues. The awarded bidder will be provided any relevant documentation necessary to perform the work by the Water Utilities Department.
- 2.17 No Samples of files are not available at this time. **PLEASE SEE ATTACHED EXHIBITS FOR REFERENCE.** The most current file information shall be provided to the awarded bidder.
- 2.18 The Water Utilities Department will permit miss feeds/printing equipment errors not to exceed 3%.

2.19 The Water Utilities Department has identified the following US Postal Service's Business Mail Entry Unit is the only acceptable facility for mail delivery. Total Price to be FOB Destination to Business Mail Entry Unit utilized.

BUSINESS MAIL ENTRY UNIT

UNITED STATES POSTAL SERVICE

1700 CLEVELAND

KANSAS CITY MO 64121

Phone: 816-504-3288

Fax : 816-504-3295

- Notices are date/time sensitive, so using the US Postal Service's Business Mail Entry Unit in Kansas City provides the best opportunity for a delivery to occur that maximizes our customers' ability to resolve the delinquency prior to the shut off date.
- Bills are also date sensitive, as per Ordinance, bills are delinquent after 21 days from the bill date. To minimize potential delays associated with the mail system, the use of the above Kansas City US Postal Service Entry Unit provides customers the best opportunity for receiving, processing and paying their bill in the allotted number of days.

2.20 Hard Copy Water Utility samples will not be provided upon request to potential bidders as all document and data samples are provided as Exhibits inside of this bid Solicitation. The samples identified in the Exhibits serve to provide all potential bidders with the number of documents as well as familiarity with the content.

2.21 Special mailings may be requested utilizing contractors paper stock and Water Utilities envelopes in stock. Special mailings will consist of a PDF file and/or Microsoft Word mail merged document consisting of one page front and back.

2.22 **Award:** A Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, deemed to be most advantageous (lowest price and best value) to the City.

2.23 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>

3.0 SPECIFICATIONS:

The Bidder should complete EVERY SPACE in the section marked "OFFEROR'S BID" through the use of either a "YES," or "NO" to indicate that the item being bid is exactly as specified. If selecting "NO," comments shall be required to indicate any deviation of item being bid from the specifications.

Item	Specification	Offeror's Bid (Must select Yes or No)
3.1 File Transfer	<ul style="list-style-type: none"> • Contractor shall be able to process the Water Utilities Department bill and notices files from a text format (txt). 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> • Contractor shall make calculations from the data available in the txt file as prescribed by the Water Utilities Department to meet bill print design. <ul style="list-style-type: none"> ○ Data Format Sample for billing (txt) and Data Format Sample for Delinquent Notices (txt) are attached as Exhibits. Urgent & Final Notices are also attached as Exhibits. ○ Bill files are typically sent on the day prior to the bill date as described in 2.11 above with some exceptions for weekends and City approved Holidays which may require an adjusted date of delivery to the Contractor. ○ Delinquent and Closed Account Notice Files will be Sent on Wednesdays, typically before 1:00pm. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> • Contractor shall place the identified values in the txt file in the designated areas for both bills and notices. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> • Contractor shall provide and maintain a FTP site for file transfer. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> • Contractor shall print from files delivered for backflow test notices. <ul style="list-style-type: none"> ○ Files will be provided by the Utility to the awarded Contractor, of which consist of multiple "notices", addresses, and the listing of licensed testing companies located on the BACK SIDE of the Notice. The Notice files provides customers with a notification that their backflow device requires certification. Those files will have notices for multiple customers and is setup as a series of one page documents. ○ Exhibit F is a sample backflow certification Notice and Exhibit G is a list of licensed testers. The list of licensed testers should be printed on the backside of the Notice ○ <u>NOTE</u>: The Contractor will be responsible for supplying the paper to print the duplex letters. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> • Contractor shall maintain on-site verification of file transfer. 	<input type="radio"/> YES <input type="radio"/> NO

Item	Specification	Offeror's Bid (Must select Yes or No)
3.2 Processing Services	<ul style="list-style-type: none"> Contractor shall process the utility bill file, laser print and deliver to approved post office entry within 24 hours of receiving the file. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall laser print bills on one side of pre-printed stock using black ink Contractor shall print bills to have a perforated remittance stub that meets lockbox processing standards. NOTE: The current Lockbox standards are provided as Exhibit A but are subject to change. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor must be able to consolidate bills with the same delivery address into one envelope. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall print on each statement an optical character readable (OCR) line for postage delivery 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall add bill messages in the designated area on the utility bill. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall sort coded file for specific finishing services. Contractor shall process notices, laser print and mail on the same day as receipt of file. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall laser print notices on Z-fold forms, 8 x 10 ¼" flat, 8 x 3 ¾" folded, printed with black ink, one side, on 60# white offset text, requires ¼" perforation all four sides (net size of remittance 7 ½ x 3 ¼"). Note 1: The Contractor shall provide Z-fold forms. Note 2: An 8x11 z-fold form is an acceptable substitution. 	<input type="radio"/> YES <input type="radio"/> NO
3.3 Finishing Services	<ul style="list-style-type: none"> Contractor shall fold utility bills such that the fold is in alignment with the perforated remittance. Utility Customer's name and address is located within the #10 window envelope. Note: The Water Utilities Department shall provide pre-printed #10 window envelopes. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall insert the utility bill and a #9 remittance envelope in #10 pre-printed mailing envelope. Note: The Water Utilities Department shall provide pre-printed #9 envelopes to the Contractor. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall omit remittance envelope based upon coded value in the txt file for those customers on bank drafting. Contractor shall include flyers or other inserts (promotional material such as pamphlets, flyers, magnets, etc.) with the utility bill. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall merge pdf file notice with the list of licensed companies (also provided as pdf) and print test notice letter on front of page and listing on back. <ul style="list-style-type: none"> PDF files will be provided by the Utility to the awarded Contractor, of which consist of multiple "notices", addresses, and the listing of licensed testing companies located on the BACK SIDE of the Notice. The Notice files provides customers with a notification that their backflow device requires certification. Those files will have notices for multiple customers and is setup as a series of one page documents. 	<input type="radio"/> YES <input type="radio"/> NO

Item	Specification	Offeror's Bid (Must select Yes or No)
3.4 Mailing Services	<ul style="list-style-type: none"> Contractor shall process each piece of mail through one of the USPS approved verification software systems for Change of Address Verification, to be in compliance with the USPS. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall provide a report, if requested by the City, of any address changes as a result of processing mail through the verification software. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall add automation standards and ZIP plus 4 digit identification to zip code. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall provide proof of quantities mailed using USPS Form 3600-R. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall deliver utility statements and notices to the approved post office mail entry facility for delivery. 	<input type="radio"/> YES <input type="radio"/> NO
3.5 Inventory	<ul style="list-style-type: none"> Contractor shall warehouse 1 year of stock at one time for bill stock, #10 envelopes for mailing and #9 envelopes for remittance which is estimated at 375,000 pieces of each. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall provide Water Utilities an inventory stock status on a quarterly basis OR <u>within 24 hours</u> of the City's request. Inventory Status Reporting Requirements shall consist of an inventory count of bill stock, #10 Envelopes for mailing and #9 envelopes for remittance. 	<input type="radio"/> YES <input type="radio"/> NO
3.6 Reliability & Quality Control	<ul style="list-style-type: none"> Maintains a minimum of two separate high-speed data lines for reliability or acceptable alternative. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Provides disaster recovery measures that include off-site back up and printing. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Maintains Quality Control measures and provides procedures for reporting. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> The quality control method must ensure integrity and security of the data. The electronic file must be imaged on the preprinted forms described above. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> The contractor shall assist with testing with the Utility's lockbox processor (remittance/deposit process) to ensure quality of documents and readability of the scan line. The Utility will work with the Contractor to run test bills for approval of the Utility's Lockbox provider to ensure that the scan line meets their requirements. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall provide the Water Utility Department copies of bills and notices in a PDF format upon request. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> Contractor shall meet time frame for performance of services as outlined in Section 3.2. 	<input type="radio"/> YES <input type="radio"/> NO

Item	<ul style="list-style-type: none"> Specification 	Offeror's Bid (Must select Yes or No)
3.7 Postage	<ul style="list-style-type: none"> The Contractor must provide ZIP code analysis and the best (presort or otherwise) mail rate available while using best industry practices to ensure data provided by the City is in compliance with all applicable postal standards. The Contractor shall mail utility bills within 24 hours of receipt of file. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> The Contractor shall mail notices on the same day as the receipt of the file, if received prior to 1:00pm or next business day if received after 1:00pm. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> The Contractor shall utilize their US Postal Permit/indicia for submitting bills and notices to the approved post office mail entry facility. A certificate of mailing (USPS Form 3600-R) shall be provided to the Water Utilities Department. 	<input type="radio"/> YES <input type="radio"/> NO
	<ul style="list-style-type: none"> The Contractor shall invoice the City for postage separately from other services on a monthly basis. Backflow letters or any special request letters shall be on a separate line on the monthly invoice. 	<input type="radio"/> YES <input type="radio"/> NO
3.8 Samples	<ul style="list-style-type: none"> Bidders shall provide two (2) sample copies each of a current Clients billing statement and two (2) sample copies each of a Laser printed addressed envelope. Samples provided shall be from Clients identified on the References and Experience page of this Solicitation. <ul style="list-style-type: none"> If submitting electronically, hard copy samples will need to be submitted by the bid opening date and time to the Procurement Officer on the cover page of this bid solicitation. 	<input type="radio"/> YES <input type="radio"/> NO

NOTE: BIDDERS ARE REQUIRED TO SUBMIT WITH THEIR BID A SAMPLE OF LASER PRINTED ADDRESSES ON ENVELOPES AS WELL AS BILLING STATEMENTS BASED ON CURRENT REFERENCES STATED ON PAGE 16. IF SUBMITTING A BID ELECTRONICALLY ON PUBLIC PURCHASE INSTEAD OF A SEALED HARD COPY PHYSICAL DELIVERY, THE SEALED SAMPLES MUST BE DELIVERED TO THE PROCUREMENT OFFICER ON PAGE 1 BY THE BID OPENING DATE AND TIME SPECIFIED.

4.0 PRICING: Pricing shall include F.O.B. destination and inside delivery to the Business Mail Entry Unit identified on Bid Page 7. In regards to any errors for extension of total Pricing, Unit Price shall Prevail. All Pricing below shall be in accordance to Section 3.0 Specifications. All pricing shall remain firm and fixed for the duration of the contractual term. **BELOW PRICING BELOW IS NOT INCLUSIVE OF ANY POSTAGE.** NOTE: Quantities identified below are only an estimate.

ITEM	DESCRIPTION	EST. QTY.	UNIT PRICE	TOTAL PRICE
4.1	Unit Price Per Utility Bill that includes, Processing, Folding, Inserting, Sorting & Mailing	375,000	\$	\$
4.2	Cost to add extra inserts (price per insert)	01	\$	\$
4.3	Unit Price Per Delinquent Notice (Z-Fold Form) that includes Paper, Processing, Folding/Sealing, Inserting, Sorting & Mailing	33,600	\$	\$
4.4	Unit Price per 1 st & 2 nd Notices for Closed Account (Z-Fold Form) that includes Paper, Processing, Folding/Sealing, Inserting, Sorting & Mailing	4800	\$	\$
4.5	Unit Price per Backflow Test Notice that includes Paper, Processing, Folding, Inserting & Mailing	15,000	\$	\$
4.6	Special Mailing Services	5,000	\$	\$
GRAND TOTAL			\$	

GENERAL	
4.6 Please state your hours and days of operation:	
4.7 Does your company have any stop or close operation time periods throughout the year? <input type="radio"/> YES <input type="radio"/> NO	
4.8 If yes to the above question, please state All time periods:	
NOTE: Any closures for the above stated days shall not effect any of the mailing deadlines for the City. The awarded Contractor shall still meet all mailing deadlines and plan accordingly.	
4.9 During the course of the contract year, the using departments may need items or services not specifically listed above. May the using department contact you for quotations on such items or service?	<input type="radio"/> YES <input type="radio"/> NO
4.10 If yes to the above question, will there be any discount offered off of standard/list pricing for such quotations on items or service?	<input type="radio"/> YES <input type="radio"/> NO % off List Price _____
4.11 City standard payment terms are Net 30 after receipt of invoice. State any discounts offered for payment terms:	<input type="radio"/> YES <input type="radio"/> NO
4.12 Is the pricing provided above tax exempt per the City of Lee's Summit's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.12?	<input type="radio"/> YES <input type="radio"/> NO
4.13 If you answered "No" to the question posed in paragraph 4.1, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.16?	<input type="radio"/> YES <input type="radio"/> NO
4.14 Response Time AFTER Receipt of Files from Water Utilities:	
4.15 State name, telephone number, and email address and phone number for contact person for Customer Service calls: Name: Email: Phone:	
4.16 Contractor shall provide below a list of locations:	

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 or provide service(s) under the prices and terms of this Contract to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization located within the Greater Kansas City Metropolitan Area?

Sales will be made and/or services provided in accordance with the prices, terms, and conditions of the Invitation for Bid and any subsequent term contract.

The Procurement Officer of Record (POR) is responsible for the solicitation of the bid. Each jurisdiction that wishes to piggyback off of this contract/agreement once awarded 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 their jurisdiction.

YES _____ NO _____ INITIALS _____

REFERENCES AND EXPERIENCE

A MINIMUM of three (3) years experience is required of the successful bidder, in similar services, as described in the scope. Experience and references provided by bidders shall be verified and will be a significant factor in the evaluation. Bidders are REQUIRED to provide the information below in FULL DETAIL.

How many years has your firm been in business?		YEARS:	
List references showing contracts, held by your company, providing the same services for other municipalities or private companies. Attach a separate sheet of paper, if needed.			
COMPANY NAME & ADDRESS	CONTACT NAME & PHONE NUMBER	DATE OF JOB:	DESCRIBE IN DETAIL THE SERVICES YOUR COMPANY PROVIDED:

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
Procurement and Contract Services
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 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 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. Intentionally Omitted.

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.

D. Professional Liability. Intentionally omitted.

E. Cyber Liability Insurance. Contractor shall maintain Cyber Liability insurance with unimpaired limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information,

extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. 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.

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.

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 (29CRF, 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.

EXHIBIT A - UMB BANK REMITTANCE PROCESSING SPECIFICATIONS FOR BILLING STATEMENTS

EXHIBIT A

INTRODUCTION

Remittance documents must conform to basic standards. Outlined in the pages that follow are UMB document standards. A well designed form will benefit your customer and enhance remittance processing of your payments. For clarification, refer to ANSI Standards.

FORM DIMENSIONS

It is critical that remittance documents conform to the following dimensions:

<u>CHARACTERISTICS</u>	<u>PREFERRED RANGE</u>	<u>ACCEPTABLE RANGE</u>
Weight ¹	(24 to 28 pounds)	(22 to 30 pounds)
Length ²	152 to 203mm (6 to 8 in)	121 to 225mm (4.75 to 8.88 in)
Height	70 to 90mm (2.75 to 3.5 in)	63 to 115mm (2.5 to 4.5 in)
Grain	Long	Long or short ³
Thickness	0.102 to 0.165mm (0.004 to 0.0064 in)	0.076 to 0.191mm (0.003 to 0.0075 in)

¹ All documents under 127mm (5 in.) or over 178mm (7 in.) must be of long grain paper and have a minimum weight of 22 pounds.

² The length to height ratio of documents must be between 1.5:1 and 3:1

³ Documents 22 pounds or under must be long-grained.

FORM DESIGN

The form should be designed so that a natural flow of data is represented for the customer and the system. The customer name and account number is required on the remittance advice. Printed payment amount due information, due date, etc. should be on the right side of the form. An "amount enclosed" box is required and should be printed in dropout ink constraint boxes. If change of address detection is to be performed by UMB Bank, a dropout ink box is required. UMB will work in conjunction with you and your print vendor to provide a well designed document.

Below are some additional considerations regarding the design of remittance documents:

- All fields contained in the scan line should be duplicated elsewhere on the document to facilitate correction of the fields by the operator.

**EXHIBIT A - UMB BANK REMITTANCE PROCESSING
SPECIFICATIONS FOR BILLING STATEMENTS**

- A check-digit routine performed on the entire scan line eliminates the possibility of capturing erroneous data due to miskeys and misreads. A check digit on the entire line is required. In addition, a separate check digit on the account number is often used to further enhance accuracy. If payments received without a remittance advice are to be processed with a valid account number, a check digit on the account number is required.
- A space is required between each field on the scan line.
- If a department or company code is used, it must be included in the account number field on the scan line.
- Remittance stubs should be perforated on the top and/or on the left edge(s) of the form.

PAPER REQUIREMENTS

Optical scanners distinguish the shape of the OCR characters by sensing the varying degrees of light reflected from the characters and their surrounding background. To insure optimum readability of the documents, the following paper requirements must be observed.

The most important characteristics are:

REFLECTANCE:	At a light wavelength of 6200 Angstroms, the measured reflectance from a 0.1 square inch area of the paper must be 70% greater compared with a barium sulfate standard. (This test is outlined in TAPPI standard T452-OS-58.)
OPACITY:	At a light wavelength of 6200 Angstroms, an opacity reading of at least 85% must be obtained (TAPPI test T425-M-60).
RAG OR COTTON CONTENT:	0% preferred, maximum 25%.
DIRT	10 parts per million maximum; particles must be no longer or wider than 0.1 mm (0.004 in.).
GLOSS	Use low-gloss paper. Avoid supercalendared, coated, and oil- and grease-resistant papers.
FLUORESCENCE	Trace fluorescence is permitted, but none is preferred.
COLOR	White is preferred, but pale shades of red and orange are acceptable. Colored documents have lower print contrast ratios than white documents and so tend to have higher reject rates.

EXHIBIT A - UMB BANK REMITTANCE PROCESSING SPECIFICATIONS FOR BILLING STATEMENTS

BACKGROUND OR
SECURITY DESIGNS: Designs must never extend into the OCR clear (printing) band.

OCR SCAN LINE

OCR CHARACTER SIZE AND SHAPE

UMB Bank, n.a. prefers OCR-A font. Only numeric characters are allowed. No symbols or non-numeric characters are permitted. OCR-B font is acceptable, but not recommended.

PRINTED CHARACTER DIMENSIONS

The standard dimensions for OCR (Size 1) are .094-.096 in. high, .055 in. wide, and .100 in. pitch (horizontal spacing--10 characters per inch).

POSITIONING OF THE OCR CHARACTERS (SCAN LINE)

The remittance document is divided into two main areas. One portion contains general information such as the due date, amount due, account number, and customer name and address. The second portion is reserved for the OCR data to be scanned (scan line), and must be printed with a laser printer for optimum readability. The portion of the form reserved for the scan line is referred to as the "clear band area".

The clear band area is reserved for only OCR-scannable data and must extend across the entire length of the form. It is typically located near the upper or lower edge of the form. The clear band should be on both the front and the back of the remittance document. It must be at least 3/4 inch wide and should be no closer than 0.33 inch from the upper or lower edge of the form.

SCAN LINE POSITIONING

The positioning of the scan line within the clear band area is critical. To insure the most accurate reading, the following guidelines should be observed:

- The scan line should be as close as practicable to the right-hand (leading) edge of the form, but no closer than 0.6 in. from this edge. The positioning of the scan line on the leading edge insures the most efficient read.
- The scan line should be centered vertically within the clear band area (3/4 inch minimum height). **NOTE:** Clear band means there are no extraneous marks, printing, logo or scenic matter in this band.
- The clear band area should be no closer than 1/3 inch from either the top or the bottom of the remittance advice.

EXHIBIT A - UMB BANK REMITTANCE PROCESSING SPECIFICATIONS FOR BILLING STATEMENTS

SCAN LINE DEFINITION

The remittance advice scan line contains the various data fields to be captured such as due dates, amounts payable, customer account number, etc. Up to 26 data fields may be defined in the remittance application programs. There are four types of fields typically used:

- **DATE FIELDS:** Two date fields can be defined. Examples are: Payment Due Date, and Late Charge Date.
- **AMOUNT FIELDS:** Up to four amount fields may be defined. Some examples are: Minimum Amount, Balance Due, Balance Due Less Discount, and Minimum Amount Plus Late Charge.
- **ACCOUNT NUMBER FIELDS:** Two account number fields may be defined.
- **MISCELLANEOUS FIELDS:** Up to six miscellaneous scan line fields may be defined. Some examples are: Customer Group Code, Region Code, and Scan Line Check Digit.

The length of the scan line cannot exceed 80 characters, including delimiter symbols. The scan line must be printed in OCR font within the clear band area.

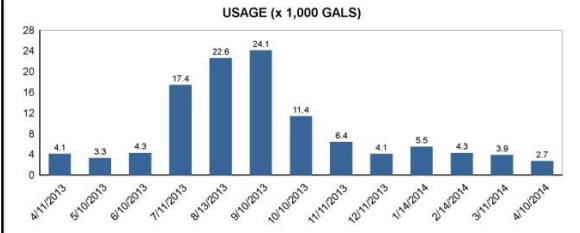


Lee's Summit Water Utilities
220 SE Green Street
Lee's Summit, MO 64063
www.lswater.net
Telephone: (816) 969-1900

Bill # **1111111** Bill Date: **4/21/2014**
Customer # **1234567** Account # **123456**
Service Address: **123 SE MAIN ST**
Online Banking Acct #: **1234567123456**

EXHIBIT B
STATEMENT

SERVICE TYPE	SERVICE PERIOD			METER READING			SEWER AVG (x 1,000 GALS)	USAGE (x 1,000 GALS)
	FROM	TO	DAYS	PREVIOUS	CURRENT	TYPE		
WATER / SEWER	3/11/2014	4/10/2014	30	6640	6667	ACTUAL	4.7	2.7



Prior Bill Amount	\$51.02	
Payment - Thank You 4/10/2014	\$51.02	CR
Balance Forward (due immediately)		\$0.00
Summary of Current Activity		
Meter Base Charge	\$8.09	
Block 1	2.7 @ \$ 3.47	\$9.37
Water Summary		\$17.46
Sewer Base Charge	\$11.65	
Sewer Usage Charge	2.7 @ \$ 4.47	\$12.07
Sewer Summary		\$23.72
Sales Tax	\$0.26	
Tax		\$0.26
Total Current Monthly Activity		\$41.44
Total Amount Due		\$41.44

Please return this portion with your payment and write your account information on your check to assist with posting your payment promptly. Thank you.

Customer # 1234567
Account # 123456
Online Banking Acct # 1234567123456

Balance Forward (due immediately): **\$0.00**
Current Bill Amount (due 5/12/2014): **\$41.44**
Total Amount Due: **\$41.44**
Amount Enclosed: _____



LEE'S SUMMIT CUSTOMER
123 SE MAIN ST
LEE'S SUMMIT MO 64063

Make Checks Payable To:

LEE'S SUMMIT WATER UTILITIES
PO BOX 219306
KANSAS CITY, MO 64121

123456712345600004144201405123

EXHIBIT C
DELINQUENT NOTICE

City of Lee's Summit—Water Utilities Department

220 SE Green St.
Lee's Summit, MO 64063-6700
(816)969-1900

DELINQUENT NOTICE – PAYMENT IS PAST DUE – IMMEDIATE ACTION REQUIRED

This notice is to advise you that your payment is past due. A fee of \$10 will be assessed, if your payment is not received prior to the date and time as indicated below. Upon dispatching of meter technicians for termination of your service a re-activation fee will be applied to your account. To re-activate your service, a fee of \$15 along with all past due charges and related fees must be paid. To re-activate your service after 4:00 P.M., a fee of \$25 along with all past due charges and related fees must be paid.

CUSTOMER NAME
ADDRESS
CITY, ST ZIP

Payment must be received by:
mm/dd/yyyy 5:00 P.M.

Amount Past Due
\$00.00

Account Number
0000000.00

Service Address
SERVICE ADDRESS

Customer Number
000000000

How do I make a payment?

Your payment must be received by the date shown on this notice before 5:00 p.m. To ensure that your payment is received, Lee's Summit Water Utilities would advise one of the follow payment options:

- In person with our Treasury Staff at Lee's Summit City Hall.
- On the web at www.lsmo.net using Visa or Master Card.
- By telephone at (816) 969-4636 using Visa or Master Card.

What if I can't make a payment?

Please contact our office immediately at (816) 969-1900 to be considered for a payment arrangement.

Important Notice:

- Lee's Summit Water Utilities does not re-activate service outside of normal business hours except for Wednesday evenings from 4:00 p.m. to 8:00 p.m.
- Lee's Summit Water Utilities field personnel do not collect payments.
- Returned payments shall be assessed a \$20 charge and the service shall be terminated without additional notice.

City of Lee's Summit
Water Utilities Department
220 SE Green Street
Lee's Summit, MO 64063-6700

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
KANSAS CITY, MO
PERMIT NO. 1016

SHUT OFF
NOTICE

ADDRESS SERVICE REQUESTED

CUSTOMER NAME
ADDRESS
CITY, ST ZIP

EXHIBIT D
URGENT NOTICE

City of Lee's Summit—Water Utilities Department

220 SE Green St.
Lee's Summit, MO 64063-6700
(816)969-1900

URGENT NOTICE – PAYMENT IS PAST DUE – IMMEDIATE ACTION REQUIRED

CUSTOMER NAME
ADDRESS
CITY, ST ZIP

DATE OF NOTICE
MM/DD/YYYY

Account Number
0000000.00

Customer Number
00000000

Service Address
SERVICE ADDRESS

DATE OF BILL
MM/DD/YYYY

Amount Due
\$00.00

This notice is to advise you that your payment is past due.

We have not received payment of your final water bill. Please send your payment within 7 days of the notice date to avoid further action.

How do I make a payment?

- In person with our Treasury Staff at Lee's Summit City Hall.
- On the web at www.lsmo.net using Visa or Master Card.
- By telephone at (816) 969-4636 using Visa or Master Card.
- Mail to Lee's Summit Water Utilities at 220 SE Green Street, Lee's Summit, MO 64063.

Please include the top portion of this notice with your payment or include the account number and customer number on your payment to ensure prompt posting of your payment.

City of Lee's Summit
Water Utilities Department
220 SE Green Street
Lee's Summit, MO 64063-6700

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
KANSAS CITY, MO
PERMIT NO. 1016

**URGENT
NOTICE**

ADDRESS SERVICE REQUESTED

CUSTOMER NAME
ADDRESS
CITY, ST ZIP

EXHIBIT E
FINAL NOTICE

City of Lee's Summit—Water Utilities Department

220 SE Green St.
Lee's Summit, MO 64063-6700
(816)969-1900

FINAL NOTICE

CUSTOMER NAME
ADDRESS
CITY, ST ZIP

DATE OF NOTICE
MM/DD/YYYY

Account Number
0000000.00

Customer Number
000000000

Service Address
SERVICE ADDRESS

DATE OF BILL
MM/DD/YYYY

Amount Due
\$00.00

This notice is to advise you that your payment is past due.

We have not received payment of your final water bill. If payment is not received within 10 days of the notice date above, this account will be turned over to our collection agency.

How do I make a payment?

- In person with our Treasury Staff at Lee's Summit City Hall.
- On the web at www.lsmo.net using Visa or Master Card.
- By telephone at (816) 969-4636 using Visa or Master Card.
- Mail to Lee's Summit Water Utilities at 220 SE Green Street, Lee's Summit, MO 64063.

Please include the top portion of this notice with your payment or include the account number and customer number on your payment to ensure prompt posting of your payment.

City of Lee's Summit
Water Utilities Department
220 SE Green Street
Lee's Summit, MO 64063-6700

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
KANSAS CITY, MO
PERMIT NO. 1016

ADDRESS SERVICE REQUESTED

**FINAL
NOTICE**

CUSTOMER NAME
ADDRESS
CITY, ST ZIP

EXHIBIT F
BACKFLOW NOTICE



LEE'S SUMMIT
MISSOURI

April 14, 2014

CITY OF LEE'S SUMMIT (HYDRANT METER)
OR CURRENT RESIDENT
C/O BEN HASKAMP WATER UTILITIES SUPPORT SERVICES
220 SE GREEN ST
LEE'S SUMMIT, MO 64063

Final Notice -
Termination of Service

ATTN: CITY OF LEE'S SUMMIT (HYDRANT METER)

This is the last and final notice that will be sent regarding the testing of the backflow assembly(ies) listed below.

Account #: 137596

Service Location: 1399 SW WARD RD

<u>Serial #</u>	<u>Device Use</u>	<u>Location</u>
H31606	POINT OF USE	HYDRANT METER

THIS IS YOUR FINAL NOTICE. You must contact this office immediately. If we do not hear from you, we will have no other recourse than to terminate your water service.

We await your prompt reply.

Sincerely,

Ben Haskamp
Water Utilities Analyst
backflow@cityofls.net

BACKFLOW PREVENTION ASSEMBLY TESTING COMPANIES LICENSED TO DO BUSINESS IN THE CITY OF LEE'S SUMMIT *

IF USING A COMPANY NOT ON THIS LIST, PLEASE MAKE SURE THEY HAVE A LEE'S SUMMIT BUSINESS LICENSE

FOR TESTS TO BE ACCEPTED.

(Companies are listed alphabetically)

**EXHIBIT G
LIST OF TESTERS**

A&A / MoJo's Backflow Services	816-674-1531	Jakeman-Kimes Lawn Sprinkler Co.	816-331-3989
A.A. Hubbard Plumbing Co.	816-254-2988	Jayhawk Fire Sprinkler Co., Inc.	913-422-3770
A1 Hydroflo LLC	816-347-2600	Jeffrey Walters	816-547-8940
AAA Backflow Services	816-765-8200	K&J Family Lawn Care Inc.	816-682-3787
AAA Irrigation	816-547-2765	KC Blue Grass Lawn Care	816-690-3056
AAA Test KC	816-507-9001	Lawn Pro Sprinkler Systems / Bill Bologna	816-898-4448
A-1 Sewer & Septic Service, Inc	913-631-5201	LBA A/C, Heating, & Plumbing	913-268-6822
A-Backflow Testing Svc.	816-419-5559	Lexington Plumbing & Heating	816-231-2254
Accurate Mechanical LLC	816-471-2272	Mayes Plumbing, Inc.	816-792-5400
Advantage Fire Protection Systems	816-224-3400	Mechanical Piping Inc	816-797-6368
Alliance Fire Protection LLC	913-888-0647	Mike Cox Plumbing Inc	816-773-0749
American Fire Sprinkler Corporation	913-722-6900	Mike's Sprinklers LLC	816-372-4436
Atcheson Lawn & Landscape, Inc.	816-525-5296	Morgan Miller Plumbing	816-765-4843
AWJ Service Co.	913-262-3643	Mr. Lawn Irrigation	816-536-9908
Backflow Testing, Inc.	816-809-4050	National Fire Suppression	913-321-9208
Bamford Fire Sprinkler Co, Inc.	913-432-6688	P1 Group, Inc.	913-894-8585
Bob's Sprinkler Repair	816-807-4140	Paragon Lawns Inc	816-525-1984
Boss Mechanical Contractor, Inc.	816-413-0099	Perfection Lawn & Landscape LLC	913-208-4208
Brummel Lawn & Landscape LLC	816-525-8333	Plumbing Pro's	816-215-5306
Campbell Fire Protection	816-380-5911	Premier Custom Rainmakers	816-229-1134
Century Fire Sprinklers, Inc	816-556-0808	Pro H2O, LLC	913-681-2798
Century Plumbing Co.	816-765-6066	Quality Plumbing, Inc.	816-472-4994
Certified Backflow Testing, Inc	816-797-9310	Raintree, Inc / Nick Fallis	913-262-7013
Constant Care Grounds Maintenance	816-763-2400	Rand Construction Company	816-421-4143
Corless Mechanical, Inc	816-380-4448	Reddi Services	913-287-5005
Countryside Scapes LLC	816-525-1157	Riden Service Co.	913-432-8495
Cutting Edge Landscapes, LLC / G. Kent Stephan, Jr.	816-630-5296	Rosehill Gardens	816-222-5226
Dalton Plumbing Co., Inc.	816-524-1210	Roto Rooter	816-472-0505
Danny's Lawn Mowing	816-590-0445	Ryan Lawn and Tree	913-381-1505
David Bailey	816-373-0592	Saladino Mechanical	816-833-9900
Design Mechanical, Inc.	913-281-7200	Schoeller Plumbing Inc	816-628-3848
Don's Backflow Service	816-719-6804	Select Grounds Services Inc	816-540-2550 / 816-985-6250
Earth Effects Lawn and Landscape	816-478-7700	Siemens	913-905-6734
Eastside Hydroflow	816-220-3003	SimplexGrinnell LP	913-894-0010
Exclusive Lawns, Inc.	816-525-4045	Simply Green Lawn Sprinklers	816-746-6817
Falcon Fire Sprinkler Co, LLC	816-734-0018	Snake 'N' Rooter	816-554-3337
Fire & Water Backflow System	816-718-3281	Springtime	816-525-4226
Five Star Mechanical Contractors, Inc.	816-358-4444	Stanger Industries, Inc.	816-861-2800
Full Nelson Plumbing, Inc.	816-420-9697	Stonebridge Outdoor	816-322-2586
Garry Brooks	816-525-6463	Suburban Lawn & Garden	816-941-4700
General Automatic Sprinkler	913-390-1105	Summit Lawn and Landscape	816-966-9434
Green Lawn Inc.	913-393-2238	T.K. Services	816-765-2622
H & H Environmental	816-229-2219	Taylor Mechanical, Inc.	816-743-9900
Heritage Irrigation Co.	913-451-4664	The Farr Company	913-371-8079
Hunt Plumbing Co., Inc.	816-453-2055	The Lawn Barber LLC	816-522-0590
Insight Mechanical Contractors	816-353-3533	U.S. Engineering Company	816-753-6980
J & S Lawn Irrigation	816-229-8201	Vidal's Landscaping & Irrigation	913-406-6255

**The names above are provided for your convenience and represent companies and testers that have requested to be included on this list.*

This is not, however, an all inclusive list of certified backflow testing companies that are licensed to service the Lee's Summit area. Certified testers and companies can also be found in the yellow pages under backflow, plumbing, lawn, landscape, or other applicable sections (Please verify that they are licensed to do business in Lee's Summit.) This list is provided for informational purposes only and is not intended to be an endorsement of any company by the City of Lee's Summit.

Backflow Testing Companies - To be included on this list, please call 816-969-1930 or visit the backflow prevention page on lswater.net for an application.

CURRENT AS OF: April 14, 2014

****NOTE: This Exhibit G is to be printed on the BACKSIDE of Exhibit F.**

EXHIBIT H Data Format Sample for Billing (txt)

AAAcity of Lee's Summit
 Exhibit H Data Format Sample for Billing (txt)
 EBP\ls_20140106_1403_1.txt

Account	Address	City	State	Zip	Service	Rate	Usage	Charge	Category	Code	Start	End	Amount
BHD0000002017780	0101REN	0000050											
BH200000003017780		0000050											
BSV00000004J0E	CUSTOMER	0000050											
BS200000005017780		0000050											
BAD00000006701	NW VICTORY RD		MO	64063	SA								
BTR000000007	SYS1												
BTR000000008	PENL AD												
BTR000000009													
BTR00000010sewer													
BTR00000040RSS1SE													
BTR00000011sewer													
BTR00000040RSSULSE													
BTR00000012sewer													
BTR00000013water													
BTR00000030RMC1WA	18775853												
BTR00000014water													
BTR00000030RWB1WA	18775853												
BTR00000015Sales Tax													
BTR00000030TAX1WA													
BTR00000016water													
BRD00000017water													
BMD0000001800000017	18775853	WR1											
BRD00000019sewer													
BMP00000020	140winter Sewer Avg												
BHS000000021water													
BHS000000022water													
BHS000000023water													
BHS000000024water													

Exhibit H Data Format Sample for Billing (txt)

BHS00000025water 392702230	C2013-08-22 31	2.700	0.087017780	0000050	100's of G18775853	Water
BHS00000026water 388663550	C2013-07-22 32	2.600	0.081017780	0000050	100's of G18775853	Water
BHS00000027water 380994930	C2013-06-20 30	2.900	0.097017780	0000050	100's of G18775853	Water
BHS00000028water 375682830	C2013-05-21 29	2.700	0.093017780	0000050	100's of G18775853	Water
BHS00000029water 370617030	C2013-04-22 32	3.100	0.097017780	0000050	100's of G18775853	Water
BHS00000030water 362115630	C2013-03-21 21	1.300	0.062017780	0000050	100's of G18775853	Water
BHS00000031water 35566330	C2013-02-28 35	3.500	0.100017780	0000050	100's of G18775853	Water
BHS00000032water 345048930	C2013-01-24 29	2.900	0.100017780	0000050	100's of G18775853	Water
BHS00000033water 337411130	C2012-12-26 30	3.000	0.100017780	0000050	100's of G18775853	Water
BMS00000034017780 effective January 1, 2014. For more information call 816.969.1900 or go to water.net**MLK Jr. Celebration is 5-9 p.m., Jan. 20, 2014						
BMS00000035017780 planning to embody a healthy lifestyle. Details: cityofls.net or by calling 816-969-1000.***						
BMS00000036017780 allows you to access your water utilities bill with a click of the mouse. To sign up, go to www.utilitylink.cityofls.net .						
BEM00000037017780						
BPH00000038017780	Primary	816-525-2777	CE			Alternate

EXHIBIT I Data Format Sample for Delinquent Notices (txt)

Exhibit I Data Format Sample for Delinquent Notices (txt)

			101 SERVICE ADDRESS	102 MAILING ADDRESS
0000001	999999	CUSTOMER NAME LEES SUMMIT MO 64063 99.99	SHUT OFF NOTICE 605 SW MAIN AVE	1111111 605 SW MAIN AVE
0000002	999998	JOE CUSTOMER LEES SUMMIT MO 64081 50.00	SHUT OFF NOTICE 4048 SW LANCELOT DR	1111112 4048 SW LANCELOT DR
0000003	999997	MARY CUSTOMER LEES SUMMIT MO 64064 199.99	SHUT OFF NOTICE 511A SE MOUNTAIN ST	1111113 406 N FORREST DR
0000004	999996	BUSINESS CUSTOMER RAYMORE MO 64083 1999.99	SHUT OFF NOTICE 707 SW LESTER LN	1111114 707 SW LESTER LN
0000005	999995	LANDLORD CUSTOMER LEES SUMMIT MO 64082 100.00	SHUT OFF NOTICE 714 SE COLONIAL CT	1111115 714 SE COLONIAL CT
0000006	999994	RETAIL CUSTOMER LEES SUMMIT MO 64063 299.99	SHUT OFF NOTICE 401 SW PERFECTION RD	1111116 401 SW PERFECTION RD
0000007	999993	SCHOOL CUSTOMER LEES SUMMIT MO 64081 2999.99	SHUT OFF NOTICE 3709 NE BLACKWOOD DR	1111117 3709 NE BLACKWOOD DR
0000008	999992	COMMERCIAL CUSTOMER LEES SUMMIT MO 64064 200.00	SHUT OFF NOTICE 3 NW MAIN ST	1111118 3 NW MAIN ST
0000009	999991	INDUSTRIAL CUSTOMER LEES SUMMIT MO 64063 399.99	SHUT OFF NOTICE	1111119