



UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/
KANSAS CITY, KANSAS

CONTRACT

BID # B40918

"Sewer Pipe Patch Repair Kits for WPC"

THIS AGREEMENT, made and entered into this 14th day of May, 2024, by and between the Unified Government of Wyandotte County/Kansas City, Kansas, acting through its proper officers as party of the first part, termed in this agreement as the "UNIFIED GOVERNMENT" and SOURCE 1 ENVIRONMENTAL, LLC party of the second part, termed in this agreement as the "CONTRACTOR".

WHEREAS, the Unified Government advertised for bids and the Contractor submitted a bid; and the said Contractor agrees to furnish and deliver to the said Unified Government "SEWER PIPE PATCH REPAIR KITS FOR WATER POLLUTION CONTROL", as per specifications, for the WATER POLLUTION CONTROL DEPARTMENT of the Unified Government of Wyandotte County/Kansas City, Kansas according to the Notice to Bidders of the Unified Government and the Proposal of the Contractor, hereto attached, all of which are made a part of this contract and,

WHEREAS, the said Contractor, in open competition has presented the most satisfactory tender for furnishing the said, "SEWER PIPE PATCH REPAIR KITS FOR WPC", as per specifications, and the Unified Government has accepted the said tender, and

IT IS THEREFORE, agreed in consideration of the mutual promises herein contained as follows:

The term "Contract Documents" shall mean and shall include the following in order of precedence and are by reference made a part of this contract:

- a) Contract
- b) Exhibit A, General Contractual Provisions
- c) Unified Government's Original Specifications (*Bid #B40918, Appendix A*)
- d) Contractor's Bid (*Appendix B*)

That the Contractor, in accordance with the condition hereof and in consideration of certain payments to him made and in a manner herein specified, agrees with the Unified Government that it will furnish and deliver to the Unified Government of Wyandotte County/Kansas City, Kansas WATER POLLUTION CONTROL DEPARTMENT the said "SEWER PIPE PATCH REPAIR KITS FOR WPC", as per specifications, Appendix A, by reference made a part of this contract, and the said Unified Government agrees to accept the "SEWER PIPE PATCH REPAIR KITS", as herein outlined and to pay to the said Contractor in full and complete payment, therefore, the total sum of specified in the cost table submitted by the CONTRACTOR.

Pricing shall be firm for the first twelve (12) months of the contract.

Contract Length and Additional Year Pricing Options:

The term of the contract shall be for one year from the date it was signed. The contract is renewable by mutual consent of the Unified Government of Wyandotte County/Kansas, Kansas and Source 1 Environmental, LLC for an additional four (4), one (1) year terms.

No price adjustment will be automatic. All price adjustment requests will need to be submitted in writing by the requesting party thirty (30) days prior to the date of the increase with documentation to support the request. Approval of any price adjustment request will require mutual consent of the Unified Government of Wyandotte County/Kansas City, Kansas and Source 1 Environmental, LLC. If the adjustment is approved, it is subject to funds available by the Unified Government.

The Contractor shall purchase and maintain during the term of this contract such insurance as will protect him and the Unified Government of Wyandotte County/Kansas City, Kansas, from claims which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by an Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Unified Government of Wyandotte County/Kansas City, Kansas, shall be identified as an "additional named insured" or provided with an owner's protective policy written on an occurrence basis on coverage set forth in this clause.

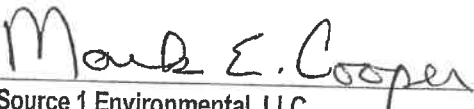
The parties have agreed to the terms and conditions on the date indicated.

UNIFIED GOVERNMENT OF
WYANDOTTE COUNTY/KANSAS CITY, KANSAS

CONTRACTOR:




David Johnston, County Administrator



Source 1 Environmental, LLC
President/Owner

Title



Legal

EXHIBIT A

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
GENERAL CONTRACTUAL PROVISIONS

1. **Terms Herein Controlling Provisions.** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provisions in any other document relating to and a part of the Agreement in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Governing Law.** This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
4. **Authority To Contract.** Contractor represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
5. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
6. **Assignment.** Neither the Contractor nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
7. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Mandatory General Contractual Provisions

8. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, the Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.
9. **Licenses and Permits.** Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. Contractor shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
10. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to the Contractor.
11. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, Contractor shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national original, or ancestry.
12. **Equal Opportunity and Affirmative Action.**
 - a. The Contractor shall observe the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
 - b. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

Mandatory General Contractual Provisions

- c. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractors.
- e. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If the Contractor fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. The Contractor shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. The Contractor, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

13. *Representations.*

The Contractor makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106 (Gratuities and Kickbacks) of the Procurement Code.

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- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.
14. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
15. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
16. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
17. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify the Contractor for any liability whatsoever.
18. **Termination for Default.** If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.

Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such

Mandatory General Contractual Provisions

officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Contractor will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Contractor is adjudged bankrupt or insolvent;
- If the Contractor makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Contractor or any of his property;
- If the Contractor files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Contractor repeatedly fails to supply sufficient services;
- If the Contractor disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

19. **Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.

The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Procurement Officer shall pay the Contractor the following amounts:

All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Contractor shall not be

Mandatory General Contractual Provisions

allowed.

20. **Disputes.** All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

21. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.
22. **Availability of Records and Audit.** The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government his

Mandatory General Contractual Provisions

records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

23. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.
24. **Indemnification.** Contractor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

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Source 1 Environmental, LLC agrees with these terms and conditions listed above.

By: Marla E. Cooper

5-14-2024
Date

Title: President/Owner

Department of Procurement & Contract Compliance



BID #40918
Sewer Pipe Patch Repair Kits for WPC



Unified Government Of Wyandotte County/Kansas City, Kansas
MINIMUM SPECIFICATIONS AND REQUIREMENTS
BID #40918

Sewer Pipe Patch Repair Kits for WPC

Instructions to Bidders: Bidders must bid the item exactly as specified, or indicate with a description any deviation. If no deviation is indicated, the vendor must produce the item as specified in this bid. Additional sheets may be used if necessary but must reference the specification number.

Reasonable accommodations will be made to qualified individuals with a disability on an as needed basis, provided adequate notice is given by prospective vendors. Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not imply preference and all solicitations will be evaluated equally.

1.0 General Conditions and Requirements:

- 1.1 All bids shall be submitted in ONE ORIGINAL AND ONE COPY and shall be signed by authorized personnel.
The proposal, bid and contract shall be submitted for the approval of the Purchasing Agent, who reserves the right to reject any or all bids. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to waive minor deviations from the minimum specifications.
- 1.2 All prices shall be quoted F.O.B., Kansas City, Kansas. All sales will be made in accordance with the prices, terms and conditions of the Invitation for Bid and any subsequent term supply and service contract.
- 1.3 Each bid shall be submitted in a sealed envelope, and shall be addressed as follows: **Office of the Unified Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101. The outside of each sealed envelope containing a bid shall be plainly marked with the Bid Number, the item or project name, and the name and address of the bidder and delivered to the Office of the Unified Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101 no later than 8:45 a.m. Wednesday, May 1, 2024. If this information does not appear, the bid will be rejected. It is the bidder's responsibility to make sure the bid is delivered to the proper place at the proper time.**
- 1.4 The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to award a contract in whole or in part to the lowest responsive and responsible bidder(s) as provided in R3-404.02 of the Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas.
- 1.5 The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to reject any or all bids, in whole or in part, as provided in Sections R3-201.04 and R3-201.05 of the Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and all Bidders must agree that such rejection shall create no liability on the part of the Unified Government of Wyandotte County/Kansas City, Kansas, because of such rejections; and the filing of any bid in response to this Notice shall constitute an agreement of the Bidder to these conditions.
- 1.6 It is the expressed intent of these specifications to describe the minimum requirements for the above-referenced item(s). **Please note that all bidders are required to document any deviations from these specifications.**

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 1.7 Any items appearing in the manufacturer's regularly published literature and specifications, and listed therein as standard, shall be supplied in the bidder's proposal unless exceeded by these Minimum Specifications and Requirements.
- 1.8 Conditioned bids from the vendor shall be rejected as non-responsive unless the Unified Government of Wyandotte County/Kansas City, Kansas identifies conditions in the bid specifications.
- 1.9 The bid shall include all costs associated with the purchase, shipping, delivery, licenses or any other costs associated with the sale of the products or performance of services.
- 1.10 It is the responsibility of each bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation of clarifications upon discovering any conflicts, ambiguities, errors or omissions in the bidding documents. Any Questions regarding the Minimum Specifications and Requirements shall be directed in writing to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins, Room 649, 701 North 7th Street, Kansas City, Kansas 66101 or e-mailed to thouchins@wycokck.org. All Questions must be received no later than **11:00 A.M. April 16, 2024**.
- 1.11 The successful bidder must provide proof of workers' compensation insurance prior to contract approval.

The successful bidder must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Unified Government. A bidder's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

2.0 Occupational Taxes and Contract Award:

- 2.1 A contract for the item(s) will be awarded, in whole or in part, to the lowest responsive and responsible bidder(s) as determined by the minimum specifications and requirements contained herein.
- 2.2 **Prior to contract award, the successful bidder(s) must ensure that all occupational taxes are paid. For information, contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780.**
- 2.3 Breach of this covenant may be regarded as a material breach of contract.

3.0 Approved Equivalents:

- 3.1 Bidders shall submit detailed manufacturer's specifications for each item being proposed as an "approved equal". Please note that any use of brand names herein, is for the purpose of describing the standards of quality, performance and desired characteristics of the item(s), and is not intended to limit or restrict competition.

4.0 Cooperative Purchasing:

- 4.1 The bidder agrees to provide products and/or services to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency,

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

and Non-Profit corporation performing governmental functions that participates as a joint bidder in or is represented by the Mid-America Council of Public Purchasing (MACPP) and/or Mid-America Regional Council (MARC) in the Greater Kansas City Metropolitan Trade Area.

4.2 Sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract.

4.3 All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering jurisdiction.

4.4 Administrative Procurement Officer:

Each jurisdiction that is a party to the joint bid has authority to act as an Administrative Procurement Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipments to the jurisdiction.

4.5 Principal Procurement Officer:

The principal procurement officer is responsible for handling the solicitation and awarding the contract. The Principal Procurement Officer is Teresa Houchins; Department of Procurement & Contract Compliance; Unified Government of Wyandotte County/Kansas City, Kansas.

5.0 Required Standard Contractual Terms and Conditions:

The following terms and conditions must be agreed to by the successful Bidder and are hereby made a part of the contract entered into between the Unified Government and the successful Bidder, unless specifically modified in writing:

Controlling Provisions:

The terms of this Contractual Provisions Attachment prevail and control over the terms of any other conflicting provision in any other document relating to the Agreement in which this attachment is incorporated.

Governing Law:

This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

Cash Basis Law:

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or b) funds made available from any lawfully operated revenue producing source.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Disclaimer of Liability:

The Unified Government shall not hold harmless nor indemnify the Contractor for any liability whatsoever.

Anti-Discrimination Requirements:

During the performance of this Agreement, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- b. Written notice of award shall be sent to the successful bidder. The successful bidder shall, within ten (10) days from the date of receipt of the notice of award, come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86 and 18-87 of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas.

Contact the Contract Compliance Department located on the 6th Floor of the Municipal Office Building, or call Sharon Reed at (913) 573-5465 for information or sreed@wycokck.org
- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If the Contractor shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. The Contractor shall assure that it is in compliance and shall maintain sufficient records to document

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), and amendments thereto; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e *et seq.*), and amendments thereto;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), and amendments thereto; the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*), and amendments thereto; the Kansas Act Against Discrimination K.S.A. 44-1001 through 1004), and amendments thereto; Article 11 of the Unified Government Procurement Code and Regulations, and amendments thereto; and Sections 18-66 and 18-87 of the 1986 Code of Ordinances of Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

- h. The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.
- i. The Contractor will be required to conform to Affirmative Action and Equal Employment Opportunity requirements prior to the execution of this Agreement.

Termination for Default:

- a. If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.
- b. The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

- d. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.
- e. The following acts committed by the Contractor will constitute a substantial breach of the agreement and may result in termination of the agreement.
 - (1) If the Contractor is adjudged bankrupt or insolvent;
 - (2) If the Contractor makes a general assignment for the benefit of his creditors;
 - (3) If a trustee or receiver is appointed for the Contractor;
 - (4) If the Contractor files a petition to reorganize under bankruptcy or applicable laws;
 - (5) If the Contractor repeatedly fails to supply services required under the Agreement;
 - (6) If the Contractor disregards the authority of the Procurement Officer.

Acts other than those specified may constitute substantial breach of this Agreement.

Termination for Convenience:

- a. The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.
- c. The Procurement Officer shall pay the Contractor the following amounts:
 - (1) All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.
 - (2) All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.
- d. Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Disputes:

- a. All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.
- c. The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Representations:

The Contractor makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Interest Payable on Claims:

Pursuant to Section 9-301 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to a contractor of the Unified Government shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Payment of Taxes:

The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Representative's Authority to Contract:

The person signing this Agreement is duly authorized by the Contractor to execute the documents on behalf of the Contractor and to bind the Contractor.

Modification of Agreement:

This Agreement may be modified or amended only in writing executed by both parties.

Independent Contractor Relation:

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons.

The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement benefits, withholdings, other benefits, and any taxes and premiums for such items, and the Contractor shall hold the Unified Government harmless with respect thereto.

Availability of Records and Audit:

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the term of the Agreement any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government its records for a period of three years from the date of the termination of the Agreement or until all audit questions have been resolved, whichever period of time is longer.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Assignment:

Neither the Contractor nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

If Contractor's ownership is converted into, merges or consolidates with or sells or transfers substantially all of its assets or business to another corporation, the resulting corporation or the corporation to which such sale or transfer has been made shall notify the Unified Government of such conversion, merger, consolidation, sale or transfer and shall become the Contractor hereunder only if the Unified Government specifically so consents in writing. Contractor agrees to notify the Unified Government of any changes in the membership of the general partners of the Contractor within a reasonable time after such change.

No Limit of Liability:

Nothing in this Agreement shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.

Tax Clearance for City and Local Governments:

The local governments of City of Kansas City, Jackson County, Missouri, Johnson County, Kansas and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to Parties making each of the first payment under their subsequent contract or any contract renewal.

The selected Contractor may obtain the Unified Government tax clearance letter from Procurement and Contract Compliance Department and authorize the County to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri and Johnson County, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission

Payment Options:

A Virtual Payment Option is now available. If you would like to learn more about this Payment Option, Contact Lonia Green, Accounts Payable, 913-573-5138

Indemnification:

Contractor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Ownership of Materials:

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.

6.0 Minimum Specifications:

The Unified Government of Wyandotte County/Kansas City, Kansas Public Works Department/Water Pollution Control Division is interested in receiving bids for sewer pipe patch repair kits in various sizes and for both summer and winter application. Patch material eliminates the need to excavate sewers to repair.

This system is designed to structurally repair pipeline cracks, holes, infiltration/inflow and joint separations by inserting a silicate resin coated fiberglass mat. The resin saturated fiberglass mat is centered and held in place at the repair area by an inflatable bladder and push rod system. The resin and fiberglass must harden to repair and seal the damaged area, creating a structurally sound new pipe.

Two-part ready to mix resin bag – The resin consists of two components which are separated by a sealing clip and are mixed by simply removing the clip and kneading the two parts together. The transparent bag shows that the two resins are thoroughly mixed when a uniform color is achieved. The repair kit shall consist of the following items:

- Minimum of one (1) Roll of tape
- Minimum of one (1) Fiberglass mat
- Minimum of one (1) Plastic Work Surface Protection Sheet
- Minimum of four (4) pair of disposable gloves
- Minimum of two (2) High Density Polyethylene Packer Protective Sleeves
- Minimum of one (1) hard plastic spreading spatula/trowel
- Minimum of three (3) Plastic/Nylon zip/cable ties
- Hermetically Sealed, Premeasured Silicate Resin & Waterglass Hardner provided in "Bag" form to mix
- Installation/application instruction sheet with working temperatures and cure chart
- MSDS/SDS – Available online
- Packaged in a cardboard box maximum size 15" X 11" X 9" for shelf storage

Resin with Fiberglass must meet or exceed the following properties:

- Average Tensile Strength of 24,500 psi
- Average Flexural Strength of 27,500 psi
- Average Flexural Modulus of 1,354,000 psi
- Minimum Finished Repair Wall Thickness of 0.070"

Resin and Fiberglass must also meet or exceed the structural performance requirements of ASTM F-1216. Standard practice for rehabilitation of existing pipelines and conduits by the inversion and curing of a resin-impregnated tube.

The composite liner shall, at a minimum, meet or exceed the structural properties, as listed in Table 1 below, as per ASTM F1216. Note: a typical CIPP-PR will exceed a 375,000 psi (2586 MPa) flexural modulus.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

TABLE 1 CIPP-PR Liner Initial Physical Properties

Property	ASTM Test	Minimum Value	
		Psi	(MPa)
Flexural Strength	D790	4500	(31)
Flexural Modulus	D790	250,000	(1724)

ASTM D790 – Test methods for flexural properties of unreinforced and reinforced plastics and electrical insulating materials.

Resin and Fiberglass system must be NSF-14 Certified. Third Party testing must be by NSF – NO EXCEPTIONS.

Third party validation testing of the corrosion resistance, abrasion resistance and hydro-jetting resistance.

Resin must be non-flammable, odorless, completely inert and non-toxic and contain no VOC's or Styrene.

Liner material must mechanically bond with PVC, VCP, Concrete, Cast Iron, and C.I.P.P. type pipes.

Resin must be safe to touch and safe for contact with packing equipment (i.e. Packer/Bladder) without chemical lubricants.

Resin must cure in the presence of water and stop active Infiltration & Inflow.

Fiberglass mat must have a thickness of .056 inches and must be a knitted 100% fiberglass biaxial/chopped strand combo mat. Shall meet the requirements of Section 6.1 of ASTM D5813, and shall consist of layers of woven fiberglass fabric and powder-boned random chop fiberglass mat, sewn together in a flat sheet material. The fiberglass shall be chemically resistant, non-corroding fiberglass (ECR fiberglass) that is acid proof; lower grades of fiberglass such as E-glass or C-glass shall not be permitted for use. The fiberglass mat shall:

- Be capable of absorbing and carrying resins;
- Be constructed to withstand installation pressures and curing temperatures;
- Have sufficient strength to bridge missing pipe segments; and
- Stretch to fit irregular pipe sections
- Materials in mat shall not cause de-lamination in the installed pipe

The manufacturer will replace the Pipe Patch kit at no charge if the Pipe Patch fails before the agreed upon term of warranty.

Kitted product must be approved by the IAPMO UPC in accordance with IAPMO IGC 321-2015 NSF/ANSI 114-2015.

Kitted product must exceed standards as developed by NSF SE 10990 for rehabilitation by point repair of existing pipe.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Kitted product must meet ICC Evaluation Services (ICCE-ES) PMG-1190 standard for Cured-in-place Point Repair System, division 22 00 00 – Plumbing; section 22 13 16 – Sanitary waste and vent piping.

Kitted product must be available within 1 -3 days after receipt of order.

Appurtenances for installation equipment must be available within 1 – 3 days after receipt of order.

Training and retraining of personnel of installation procedures shall be at no additional charge to the City.

When cured, the pipe patch shall seal the pipeline section in a continuous tight-fitting, leak-proof seal. Eliminate any visible leakage and shall provide a water-tight seal to prevent root intrusion, infiltration, and ex-filtration between the patch and the host pipe.

Material orders will be placed on an as needed basis. Delivery location will generally be 61 Market Street, Kansas City Kansas.

6.1 Contract Term and Adjustments:

- Prices bid shall remain fixed and firm based upon the original proposal for the twelve (12) month period of the contract
- The Unified Government reserves the right to renew the contract by the contracting officer giving written notice of renewal to the contractor at least fifteen (15) days before this contract is to expire. The contract may be extended (4) four (1) one-year terms.
- A one-time economic adjustment shall be allowed for each one-year extension to the contract after the initial one-year contract period. This economic adjustment may not exceed the (CPI) Index for the previous twelve-month period.

7.0 Insurance:

The Contractor shall purchase and maintain during the term of this contract such insurance as will protect him and the Unified Government of Wyandotte County/Kansas City, Kansas, from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Unified Government of Wyandotte County/Kansas City, Kansas, shall be identified as an "additional named insured" or provided with an owner's protective policy written on an occurrence basis on coverage set forth in this clause.

- a. Claims under workman's compensation disability benefit and other similar employee benefits;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of insurance acceptable to the Unified Government shall be filed with the Unified Government within ten (10) days of

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

the Notice of the Award. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled unless at least thirty (30) days prior Written Notice has been given to the Unified Government.

At the discretion of the Unified Government, the Contractor shall file copies of endorsed insurance policies with the Unified Government prior to commencement of the Work.

The Contractor shall procure and maintain Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him and the Unified Government of Wyandotte County/Kansas City, Kansas, from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him. Insurance may be combined Bodily Injury and Property Damage Liability but in no event shall the limit of liability be less than \$500,000 for all damages arising out of bodily injury, including death, and all property damage sustained by any one person in any one accident, and \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefit of the Unified Government, the Contractor, and Subcontractors as their interest may appear. This provision shall in no way release the Contractor's surety from obligations under the Contract Documents to fully complete the Project.

The Contractor shall procure and maintain at his own expense, during the Contract Time, in accordance with the provisions of the law of the State of Kansas, Worker's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under these Contract Documents at the site of the Project is not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Unified Government, the amount of such insurance shall not be less than the Contract price totaled in the Bid.

The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

The Contractor, in addition to all other insurance requirements herein, shall procure and maintain insurance in the type and amount as may be required in any license, permit, or agreement obtained for the Project and which is necessary to complete the Work (i.e., Highway Permit, Railroad Crossing Agreement, Corps of Engineers Permit) regardless of who secured the license, permit or agreement.

8.0 Bid Deadlines and Delivery Instructions:

- Sealed bids must be addressed and delivered to: Bid #40918, Sewer Pipe Patch Repair Kits for WPC, Office of the Unified Clerk, Unified Government of Wyandotte County/Kansas City, Kansas, 3rd Floor, Room 323, Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, 66101 NO LATER THAN 8:45 a.m., Wednesday, May 1, 2024.
- **At 9:00 a.m., in the Commission Chambers, the bids will be publicly opened and read aloud.**

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

9.0 Signatures:

- No bid will be considered unless signed with the autograph signature of an officer authorized to bind the vendor.

Company Name

Authorized Representative

Mailing Address

Signature Date

City, State, Zip Code

Title

Phone Number

Fax Number

Federal Tax ID #

E-Mail Address

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Bid Price Sheet

If this Sewer Pipe Patch Repair Kits bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of proposed product agrees to enter into an agreement with the Unified Government of Wyandotte County, Kansas City, Kansas in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions.

Orders will placed on an "AS-NEEDED" basis, with quantities specified at time of order placement.

	Summer Price	Winter Price
Fiberglass Patch 8" x 48"	\$	\$
Fiberglass Patch 10" x 48"	\$	\$
Fiberglass Patch 12" x 48"	\$	\$
Fiberglass Patch 15" x 48"	\$	\$
Fiberglass Patch 18" X 48"	\$	\$
Fiberglass Patch 21" X 48"	\$	\$
Fiberglass Patch 24" X 48"	\$	\$

Company Name _____

Address _____

City, St Zip _____

Contact _____

Contact Phone _____

Contact Email _____

Department of Procurement & Contract Compliance



BID #40918
Sewer Pipe Patch Repair Kits for WPC



Unified Government Of Wyandotte County/Kansas City, Kansas
MINIMUM SPECIFICATIONS AND REQUIREMENTS
BID #40918

Sewer Pipe Patch Repair Kits for WPC

Instructions to Bidders: Bidders must bid the item exactly as specified, or indicate with a description any deviation. If no deviation is indicated, the vendor must produce the item as specified in this bid. Additional sheets may be used if necessary but must reference the specification number.

Reasonable accommodations will be made to qualified individuals with a disability on an as needed basis, provided adequate notice is given by prospective vendors. Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged by the Unified Government of Wyandotte County/Kansas City, Kansas. This encouragement does not imply preference and all solicitations will be evaluated equally.

1.0 General Conditions and Requirements:

- 1.1 All bids shall be submitted in ONE ORIGINAL AND ONE COPY and shall be signed by authorized personnel.
The proposal, bid and contract shall be submitted for the approval of the Purchasing Agent, who reserves the right to reject any or all bids. The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to waive minor deviations from the minimum specifications.
- 1.2 All prices shall be quoted F.O.B., Kansas City, Kansas. All sales will be made in accordance with the prices, terms and conditions of the Invitation for Bid and any subsequent term supply and service contract.
- 1.3 Each bid shall be submitted in a sealed envelope, and shall be addressed as follows: **Office of the Unified Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101. The outside of each sealed envelope containing a bid shall be plainly marked with the Bid Number, the item or project name, and the name and address of the bidder and delivered to the Office of the Unified Clerk, Municipal Office Building, 701 North 7th Street, Room 323, Kansas City, Kansas, 66101 no later than 8:45 a.m. Wednesday, May 1, 2024. If this information does not appear, the bid will be rejected. It is the bidder's responsibility to make sure the bid is delivered to the proper place at the proper time.**
- 1.4 The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to award a contract in whole or in part to the lowest responsive and responsible bidder(s) as provided in R3-404.02 of the Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas.
- 1.5 The Unified Government of Wyandotte County/Kansas City, Kansas reserves the right to reject any or all bids, in whole or in part, as provided in Sections R3-201.04 and R3-201.05 of the Procurement Regulations of the Unified Government of Wyandotte County/Kansas City, Kansas, and all Bidders must agree that such rejection shall create no liability on the part of the Unified Government of Wyandotte County/Kansas City, Kansas, because of such rejections; and the filing of any bid in response to this Notice shall constitute an agreement of the Bidder to these conditions.
- 1.6 It is the expressed intent of these specifications to describe the minimum requirements for the above-referenced item(s). **Please note that all bidders are required to document any deviations from these specifications.**

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

- 1.7 Any items appearing in the manufacturer's regularly published literature and specifications, and listed therein as standard, shall be supplied in the bidder's proposal unless exceeded by these Minimum Specifications and Requirements.
- 1.8 Conditioned bids from the vendor shall be rejected as non-responsive unless the Unified Government of Wyandotte County/Kansas City, Kansas identifies conditions in the bid specifications.
- 1.9 The bid shall include all costs associated with the purchase, shipping, delivery, licenses or any other costs associated with the sale of the products or performance of services.
- 1.10 It is the responsibility of each bidder, before submitting a bid, to examine the documents thoroughly, and request written interpretation of clarifications upon discovering any conflicts, ambiguities, errors or omissions in the bidding documents. Any Questions regarding the Minimum Specifications and Requirements shall be directed in writing to the Office of Procurement and Contract Compliance ATTN: Teresa Houchins, Room 649, 701 North 7th Street, Kansas City, Kansas 66101 or e-mailed to thouchins@wycokck.org. All Questions must be received no later than **11:00 A.M. April 16, 2024**.
- 1.11 The successful bidder must provide proof of workers' compensation insurance prior to contract approval.

The successful bidder must secure the insurance coverage required by the Unified Government. The coverage must be satisfactory to the Unified Government. A bidder's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

2.0 Occupational Taxes and Contract Award:

- 2.1 A contract for the item(s) will be awarded, in whole or in part, to the lowest responsive and responsible bidder(s) as determined by the minimum specifications and requirements contained herein.
- 2.2 **Prior to contract award, the successful bidder(s) must ensure that all occupational taxes are paid. For information, contact the Unified Government of Wyandotte County/Kansas City, Kansas License Division at (913) 573-8780.**
- 2.3 Breach of this covenant may be regarded as a material breach of contract.

3.0 Approved Equivalents:

- 3.1 Bidders shall submit detailed manufacturer's specifications for each item being proposed as an "approved equal". Please note that any use of brand names herein, is for the purpose of describing the standards of quality, performance and desired characteristics of the item(s), and is not intended to limit or restrict competition.

4.0 Cooperative Purchasing:

- 4.1 The bidder agrees to provide products and/or services to any Municipality, County, State, Governmental Public Utility, Non-Profit Hospital, Educational Institute, Special Governmental Agency,

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

and Non-Profit corporation performing governmental functions that participates as a joint bidder in or is represented by the Mid-America Council of Public Purchasing (MACPP) and/or Mid-America Regional Council (MARC) in the Greater Kansas City Metropolitan Trade Area.

- 4.2 Sales will be made in accordance with the prices, terms and conditions of the invitation for bid and any subsequent term contract.
- 4.3 All sales to other jurisdictions will be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other procurement administration will be the responsibility of the ordering jurisdiction.

4.4 Administrative Procurement Officer:

Each jurisdiction that is a party to the joint bid has authority to act as an Administrative Procurement Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipments to the jurisdiction.

4.5 Principal Procurement Officer:

The principal procurement officer is responsible for handling the solicitation and awarding the contract. The Principal Procurement Officer is Teresa Houchins; Department of Procurement & Contract Compliance; Unified Government of Wyandotte County/Kansas City, Kansas.

5.0 Required Standard Contractual Terms and Conditions:

The following terms and conditions must be agreed to by the successful Bidder and are hereby made a part of the contract entered into between the Unified Government and the successful Bidder, unless specifically modified in writing:

Controlling Provisions:

The terms of this Contractual Provisions Attachment prevail and control over the terms of any other conflicting provision in any other document relating to the Agreement in which this attachment is incorporated.

Governing Law:

This Agreement is subject to, governed by, and construed according to the laws of the State of Kansas.

Cash Basis Law:

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or b) funds made available from any lawfully operated revenue producing source.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Disclaimer of Liability:

The Unified Government shall not hold harmless nor indemnify the Contractor for any liability whatsoever.

Anti-Discrimination Requirements:

During the performance of this Agreement, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.
- b. Written notice of award shall be sent to the successful bidder. The successful bidder shall, within ten (10) days from the date of receipt of the notice of award, come into compliance with chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86 and 18-87 of the Code of Ordinances of the Unified Government of Wyandotte County/Kansas City, Kansas.

Contact the Contract Compliance Department located on the 6th Floor of the Municipal Office Building, or call Sharon Reed at (913) 573-5465 for information or sreed@wycokck.org
- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. The Contractor shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If the Contractor shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Contractor may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, the Contractor shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. The Contractor shall assure that it is in compliance and shall maintain sufficient records to document

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the applicable sections of the Equal Employment section of this Agreement and the following, as applicable: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*), and amendments thereto; Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e *et seq.*), and amendments thereto;

Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), and amendments thereto; the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*), and amendments thereto; the Kansas Act Against Discrimination K.S.A. 44-1001 through 1004), and amendments thereto; Article 11 of the Unified Government Procurement Code and Regulations, and amendments thereto; and Sections 18-66 and 18-87 of the 1986 Code of Ordinances of Kansas City, Kansas, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government for such purpose.

- h. The Contractor and the Unified Government, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.
- i. The Contractor will be required to conform to Affirmative Action and Equal Employment Opportunity requirements prior to the execution of this Agreement.

Termination for Default:

- a. If the Contractor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Contractor in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Contractor's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.
- b. The Unified Government shall pay the Contractor the costs and expenses and reasonable profit for services performed by the Contractor prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due the Contractor such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by the Contractor because of the default.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Contractor has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements.

Upon request of the Contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

- d. If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and both the Unified Government and the Contractor agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.
- e. The following acts committed by the Contractor will constitute a substantial breach of the agreement and may result in termination of the agreement.
 - (1) If the Contractor is adjudged bankrupt or insolvent;
 - (2) If the Contractor makes a general assignment for the benefit of his creditors;
 - (3) If a trustee or receiver is appointed for the Contractor;
 - (4) If the Contractor files a petition to reorganize under bankruptcy or applicable laws;
 - (5) If the Contractor repeatedly fails to supply services required under the Agreement;
 - (6) If the Contractor disregards the authority of the Procurement Officer.

Acts other than those specified may constitute substantial breach of this Agreement.

Termination for Convenience:

- a. The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified.
- c. The Procurement Officer shall pay the Contractor the following amounts:
 - (1) All costs and expenses incurred by the Contractor for work accepted by the Unified Government prior to the Contractor's receipt of the notice of termination, plus a reasonable profit for said work.
 - (2) All costs and expenses incurred by the Contractor for work not yet accepted by the Unified Government but performed by the Contractor prior to receipt of the notice of termination, plus a reasonable profit for said work.
- d. Anticipatory profit for work and services not performed by the Contractor shall not be allowed.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Disputes:

- a. All controversies between the Unified Government and the Contractor which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by the Contractor for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Contractor may proceed as if an adverse decision had been received.
- b. The Procurement Officer shall immediately furnish a copy of the decision to the Contractor by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Contractor brings an action seeking judicial review of the decision in the Wyandotte County District Court.
- c. The Contractor shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Contractor shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Representations:

The Contractor makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article 12 of the Procurement Code.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §12-106 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Interest Payable on Claims:

Pursuant to Section 9-301 (Interest) of the Procurement Code, interest on amounts ultimately determined to be due to a contractor of the Unified Government shall be payable at the statutory rate applicable to judgments from the date the claim arose through the date of decision or judgment, whichever is later.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Payment of Taxes:

The Unified Government shall not be responsible for, nor indemnify the Contractor for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Contractor shall pay the Unified Government occupation tax prior to execution of the Agreement.

Representative's Authority to Contract:

The person signing this Agreement is duly authorized by the Contractor to execute the documents on behalf of the Contractor and to bind the Contractor.

Modification of Agreement:

This Agreement may be modified or amended only in writing executed by both parties.

Independent Contractor Relation:

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The parties agree that no persons supplied by the Contractor are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons.

The Contractor shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement benefits, withholdings, other benefits, and any taxes and premiums for such items, and the Contractor shall hold the Unified Government harmless with respect thereto.

Availability of Records and Audit:

The Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Contractor agrees to make available at the offices of the Unified Government at all times during the term of the Agreement any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, the Contractor shall preserve and make available to persons designated by the Unified Government its records for a period of three years from the date of the termination of the Agreement or until all audit questions have been resolved, whichever period of time is longer.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Assignment:

Neither the Contractor nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

If Contractor's ownership is converted into, merges or consolidates with or sells or transfers substantially all of its assets or business to another corporation, the resulting corporation or the corporation to which such sale or transfer has been made shall notify the Unified Government of such conversion, merger, consolidation, sale or transfer and shall become the Contractor hereunder only if the Unified Government specifically so consents in writing. Contractor agrees to notify the Unified Government of any changes in the membership of the general partners of the Contractor within a reasonable time after such change.

No Limit of Liability:

Nothing in this Agreement shall be construed to limit the Contractor's liability to the Unified Government as such liability may exist by or under operation of law.

Tax Clearance for City and Local Governments:

The local governments of City of Kansas City, Jackson County, Missouri, Johnson County, Kansas and the Unified Government of Wyandotte County/Kansas City, Kansas (collectively the "Local Governments"), have agreed to help enforce each other's Tax Laws to insure that taxpayer funded contracts are performed by Contractors in compliance with the Tax Laws of the Local Governments. Contractor agrees that Contractor shall be in compliance with the Tax Laws of the Local Governments throughout the term of this contract any contract renewals and that proof of Contractor's compliance with the Tax Laws of the Local Governments shall be a condition precedent to Parties making each of the first payment under their subsequent contract or any contract renewal.

The selected Contractor may obtain the Unified Government tax clearance letter from Procurement and Contract Compliance Department and authorize the County to obtain the Clearance letters from the Local Governments of City of Kansas City, Jackson County, Missouri and Johnson County, Kansas (collectively the "Local Governments"), dated not more than ninety (90) days from the date of submission

Payment Options:

A Virtual Payment Option is now available. If you would like to learn more about this Payment Option, Contact Lonja Green, Accounts Payable, 913-573-5138

Indemnification:

Contractor shall indemnify, defend, and hold the Unified Government of Wyandotte County/Kansas City, Kansas harmless from and against all claims, losses, damages, or costs arising from or in any way related to Contractor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Ownership of Materials:

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Contractor in connection with the work pursuant to this Agreement, shall be in the Unified Government.

6.0 Minimum Specifications:

The Unified Government of Wyandotte County/Kansas City, Kansas Public Works Department/Water Pollution Control Division is interested in receiving bids for sewer pipe patch repair kits in various sizes and for both summer and winter application. Patch material eliminates the need to excavate sewers to repair.

This system is designed to structurally repair pipeline cracks, holes, infiltration/inflow and joint separations by inserting a silicate resin coated fiberglass mat. The resin saturated fiberglass mat is centered and held in place at the repair area by an inflatable bladder and push rod system. The resin and fiberglass must harden to repair and seal the damaged area, creating a structurally sound new pipe.

Two-part ready to mix resin bag – The resin consists of two components which are separated by a sealing clip and are mixed by simply removing the clip and kneading the two parts together. The transparent bag shows that the two resins are thoroughly mixed when a uniform color is achieved. The repair kit shall consist of the following items:

- Minimum of one (1) Roll of tape
- Minimum of one (1) Fiberglass mat
- Minimum of one (1) Plastic Work Surface Protection Sheet
- Minimum of four (4) pair of disposable gloves
- Minimum of two (2) High Density Polyethylene Packer Protective Sleeves
- Minimum of one (1) hard plastic spreading spatula/trowel
- Minimum of three (3) Plastic/Nylon zip/cable ties
- Hermetically Sealed, Premeasured Silicate Resin & Waterglass Hardner provided in "Bag" form to mix
- Installation/application instruction sheet with working temperatures and cure chart
- MSDS/SDS – Available online
- Packaged in a cardboard box maximum size 15" X 11" X 9" for shelf storage

Resin with Fiberglass must meet or exceed the following properties:

- Average Tensile Strength of 24,500 psi
- Average Flexural Strength of 27,500 psi
- Average Flexural Modulus of 1,354,000 psi
- Minimum Finished Repair Wall Thickness of 0.070"

Resin and Fiberglass must also meet or exceed the structural performance requirements of ASTM F-1216. Standard practice for rehabilitation of existing pipelines and conduits by the inversion and curing of a resin-impregnated tube.

The composite liner shall, at a minimum, meet or exceed the structural properties, as listed in Table 1 below, as per ASTM F1216. Note: a typical CIPP-PR will exceed a 375,000 psi (2586 MPa) flexural modulus.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

TABLE 1 CIPP-PR Liner Initial Physical Properties

Property	ASTM Test	Minimum Value	
		Psi	(MPa)
Flexural Strength	D790	4500	(31)
Flexural Modulus	D790	250,000	(1724)

ASTM D790 – Test methods for flexural properties of unreinforced and reinforced plastics and electrical insulating materials.

Resin and Fiberglass system must be NSF-14 Certified. Third Party testing must be by NSF – NO EXCEPTIONS.

Third party validation testing of the corrosion resistance, abrasion resistance and hydro-jetting resistance.

Resin must be non-flammable, odorless, completely inert and non-toxic and contain no VOC's or Styrene.

Liner material must mechanically bond with PVC, VCP, Concrete, Cast Iron, and C.I.P.P. type pipes.

Resin must be safe to touch and safe for contact with packing equipment (i.e. Packer/Bladder) without chemical lubricants.

Resin must cure in the presence of water and stop active Infiltration & Inflow.

Fiberglass mat must have a thickness of .056 inches and must be a knitted 100% fiberglass biaxial/chopped strand combo mat. Shall meet the requirements of Section 6.1 of ASTM D5813, and shall consist of layers of woven fiberglass fabric and powder-boned random chop fiberglass mat, sewn together in a flat sheet material. The fiberglass shall be chemically resistant, non-corroding fiberglass (ECR fiberglass) that is acid proof; lower grades of fiberglass such as E-glass or C-glass shall not be permitted for use. The fiberglass mat shall:

- Be capable of absorbing and carrying resins;
- Be constructed to withstand installation pressures and curing temperatures;
- Have sufficient strength to bridge missing pipe segments; and
- Stretch to fit irregular pipe sections
- Materials in mat shall not cause de-lamination in the installed pipe

The manufacturer will replace the Pipe Patch kit at no charge if the Pipe Patch fails before the agreed upon term of warranty.

Kitted product must be approved by the IAPMO UPC in accordance with IAPMO IGC 321-2015 NSF/ANSI 114-2015.

Kitted product must exceed standards as developed by NSF SE 10990 for rehabilitation by point repair of existing pipe.

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Kitted product must meet ICC Evaluation Services (ICCE-ES) PMG-1190 standard for Cured-in-place Point Repair System, division 22 00 00 – Plumbing; section 22 13 16 – Sanitary waste and vent piping.

Kitted product must be available within 1 -3 days after receipt of order.

Appurtenances for installation equipment must be available within 1 – 3 days after receipt of order.

Training and retraining of personnel of installation procedures shall be at no additional charge to the City.

When cured, the pipe patch shall seal the pipeline section in a continuous tight-fitting, leak-proof seal. Eliminate any visible leakage and shall provide a water-tight seal to prevent root intrusion, infiltration, and ex-filtration between the patch and the host pipe.

Material orders will be placed on an as needed basis. Delivery location will generally be 61 Market Street, Kansas City Kansas.

6.1 Contract Term and Adjustments:

- Prices bid shall remain fixed and firm based upon the original proposal for the twelve (12) month period of the contract
- The Unified Government reserves the right to renew the contract by the contracting officer giving written notice of renewal to the contractor at least fifteen (15) days before this contract is to expire. The contract may be extended (4) four (1) one-year terms.
- A one-time economic adjustment shall be allowed for each one-year extension to the contract after the initial one-year contract period. This economic adjustment may not exceed the (CPI) Index for the previous twelve-month period.

7.0 Insurance:

The Contractor shall purchase and maintain during the term of this contract such insurance as will protect him and the Unified Government of Wyandotte County/Kansas City, Kansas, from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

The Unified Government of Wyandotte County/Kansas City, Kansas, shall be identified as an "additional named insured" or provided with an owner's protective policy written on an occurrence basis on coverage set forth in this clause.

- a. Claims under workman's compensation disability benefit and other similar employee benefits;
- b. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- d. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- e. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of insurance acceptable to the Unified Government shall be filed with the Unified Government within ten (10) days of

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

the Notice of the Award. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled unless at least thirty (30) days prior Written Notice has been given to the Unified Government.

At the discretion of the Unified Government, the Contractor shall file copies of endorsed insurance policies with the Unified Government prior to commencement of the Work.

The Contractor shall procure and maintain Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage issued to the Contractor and protecting him and the Unified Government of Wyandotte County/Kansas City, Kansas, from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by himself or by any Subcontractor under him. Insurance may be combined Bodily Injury and Property Damage Liability but in no event shall the limit of liability be less than \$500,000 for all damages arising out of bodily injury, including death, and all property damage sustained by any one person in any one accident, and \$500,000 aggregate for any such damage sustained by two or more persons in any one accident.

The Contractor shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the Project to the full insurable value thereof for the benefit of the Unified Government, the Contractor, and Subcontractors as their interest may appear. This provision shall in no way release the Contractor's surety from obligations under the Contract Documents to fully complete the Project.

The Contractor shall procure and maintain at his own expense, during the Contract Time, in accordance with the provisions of the law of the State of Kansas, Worker's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the Project and in case any Work is sublet, the Contractor shall require such Subcontractor similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous Work under these Contract Documents at the site of the Project is not protected under Worker's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

The Contractor shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the Unified Government, the amount of such insurance shall not be less than the Contract price totaled in the Bid.

The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract Time, and until the Work is accepted by the Owner. The policy shall name as the insured the Contractor and the Owner.

The Contractor, in addition to all other insurance requirements herein, shall procure and maintain insurance in the type and amount as may be required in any license, permit, or agreement obtained for the Project and which is necessary to complete the Work (i.e., Highway Permit, Railroad Crossing Agreement, Corps of Engineers Permit) regardless of who secured the license, permit or agreement.

8.0 Bid Deadlines and Delivery Instructions:

- **Sealed bids must be addressed and delivered to: Bid #40918, Sewer Pipe Patch Repair Kits for WPC, Office of the Unified Clerk, Unified Government of Wyandotte County/Kansas City, Kansas, 3rd Floor, Room 323, Municipal Office Building, 701 North 7th Street, Kansas City, Kansas, 66101 NO LATER THAN 8:45 a.m., Wednesday, May 1, 2024.**
- **At 9:00 a.m., in the Commission Chambers, the bids will be publicly opened and read aloud.**

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

9.0 Signatures:

- No bid will be considered unless signed with the autograph signature of an officer authorized to bind the vendor.

Source One Environmental
Company Name

300 South Dayton St
Mailing Address

Davison, MI 48423
City, State, Zip Code

810-412-4740
Phone Number

26-3705979
Federal Tax ID #

Source One Environmental
Authorized Representative

Mark E. Cooper 4-9-2024
Signature Date

President / Owner
Title

810-653-8714
Fax Number

service@s1eonline.com
E-Mail Address

MINIMUM SPECIFICATIONS AND REQUIREMENTS (Continued)

Bid Price Sheet

If this Sewer Pipe Patch Repair Kits bid is accepted, the undersigned, familiar with the specifications and conditions affecting the cost of proposed product agrees to enter into an agreement with the Unified Government of Wyandotte County, Kansas City, Kansas in the form of these contract documents for the contract sum, in the time stated and following all terms and conditions.

Orders will placed on an "AS-NEEDED" basis, with quantities specified at time of order placement.

	Summer Price	Winter Price
Fiberglass Patch 8" x 48"	\$ 528.00	\$ 528.00
Fiberglass Patch 10" x 48"	\$ 580.80	\$ 580.80
Fiberglass Patch 12" x 48"	\$ 633.60	\$ 633.60
Fiberglass Patch 15" x 48"	\$ 792.00	\$ 792.00
Fiberglass Patch 18" X 48"	\$ 836.00	\$ 836.00
Fiberglass Patch 21" X 48"	\$ 1056.00	\$ 1056.00
Fiberglass Patch 24" X 48"	\$ 1056.00	\$ 1056.00

Company Name Source One Environmental

Address 300 South Dayton St

City, St Zip Davison, MI 48423

Contact Drake Lamphere

Contact Phone 810-444-8078

Contact Email diamphere@s1eonline.com



DEPARTMENT OF PROCUREMENT & CONTRACT COMPLIANCE

SUPPLIER CERTIFICATION REGARDING DEBARMENT AND/OR SUSPENSION

This certification needs to be completed by all Unified Government Suppliers who are fulfilling a single procurement in excess of \$20,000. Please complete, sign, and submit the form to the Unified Government Procurement Department (address at the bottom):

1. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. The Offeror and/or any of its Principals:
 - i. Are Are not
Presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - ii. Have Have not
Within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - iii. Are Are not
Presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of the offenses enumerated in section (1)(a)(ii) of this provision; and
 - iv. Have Have not
Within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
2. "Principals," for the purpose of this certification, means officer; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution.
3. The Offeror shall provide immediate written notice to the Procurement Department if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
4. A certification that any of the items in this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Unified Government Procurement Department may render the Offeror non-responsive;

5. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings; and
6. The certification of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Unified Government Procurement Department may terminate the contract resulting from this solicitation for default.

Authorized Supplier Representative

Mark Cooper

Name (typed)

Mark E. Cooper
Signature

President

Title

4-9-2024
Date

Source One Environmental

BID #40918

Company

Project

For Office Use Only: Bid _____ **RFP** _____ **P.O. #** _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481		CONTACT NAME: Sentry Customer Service PHONE (A/C No, Ext): 800-473-6879 FAX (A/C No): 800-514-7191 EMAIL: businessproducts_direct@sentry.com ADDRESS: businessproducts_direct@sentry.com	
INSURED Source 1 Environmental, LLC 300 S Dayton St Davison, MI 48423-1502		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Sentry Insurance Company	NAIC # 24988
		INSURER B : Middlesex Insurance Company	23434
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 1579064** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A0094915003	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0094915001	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			A0094915006	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 PRODUCTS - COM/OP AGG \$ 20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A0094915005	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Refer to attached

CERTIFICATE HOLDER Office of the Unified Clerk, Unified Government of Wyandotte County/Kansas City, Kansas 3rd Floor, Room 323 Municipal Office Building 701 N 7th St Kansas City, KS 66101-3035	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John Highland</i>
---	--



AGENCY CUSTOMER ID: XXXXXX5585

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY John Imen		NAMED INSURED Source 1 Environmental LLC	
POLICY NUMBER A0094915003			
CARRIER Sentry Insurance Company	NAIC CODE 24988	EFFECTIVE DATE: 01/01/2024	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

General Liability

The Unified Government of Wyandotte County/Kansas City, Kansas additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Office of the Unified Clerk, Unified Government of Wyandotte County/Kansas City, Kansas 3rd Floor, Room 323	All Locations Description: bid #40918, Sewer Pipe Patch Repair Kits for WPC
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: A0094915001

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Source 1 Environmental LLC

Endorsement Effective Date: 04/04/2024

SCHEDULE

Name Of Person(s) Or Organization(s):

Office of the Unified Clerk, Unified Government of Wyandotte
County/Kansas City, Kansas
3rd Floor, Room 323
The Unified Government of Wyandotte County/Kansas City, Kansas

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

CA 20 48 10 13

A0094915

Sentry Insurance Company

1 00001 000000000 23331 0 N

© Insurance Services Office, Inc., 2011

a8351393-f9db-415e-a073-874f24d8c7c

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04/04/2024

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Source One Environmental, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC
- C Corporation
- S Corporation
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **P**
- Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
300 S. Dayton St.

Requester's name and address (optional)

6 City, state, and ZIP code
Davison, MI 48423

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
				-				

or

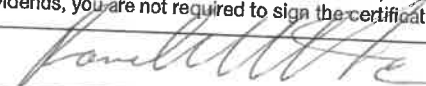
Employer identification number									
2	6	-	3	7	0	5	9	7	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person ▶ 

Date ▶ **1/3/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.