City of Pittsburg
Land of Promise

PROCUREMENT AND CONTRACTS
201 West 4th Street · Pittsburg KS 66762

(620) 231-4100
www.pittks.org

INVITATION FOR BID (IFB)

Bid Posting Number:	2017-001
Date Released:	October 31st, 2016
Closing Date:	November 29th, 2016 @ 2:00 PM – Local Pittsburg Time
Bid Opening Location:	City Hall Conference Room 201 West 4th Street Pittsburg, Kansas 66762
Procurement Officer: **Telephone:** **FAX:** **E-Mail Address:** **Web Address:**	Jared Peterson (620) 231-4100 (620) 231-7327 jared.peterson@pittks.org http://www.pittks.org/offices/procurement-and-contracts
Item:	Furnishing and Delivering Ready Mix Concrete and Flowable Fill to Various Projects
Period of Contract:	January 1st, 2017 through December 31st, 2017 (with option to renew for two (2) additional one (1) year periods)
Guarantee:	No Monetary Guarantee Required
Scope:	This Contract shall cover the procurement of Ready Mix Concrete and Flowable Fill for the City of Pittsburg during the contract period referenced above.

Bid Posting Number 2017-001 was recently posted to the Procurement and Contracts Internet website. The document can be downloaded by going to the following website:

http://www.pittks.org/offices/procurement-and-contracts/bid-solicitations

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.

SIGNATURE SHEET

Item: Ready Mix Concrete and Flowable Fill

Closing Date: November 29th, 2016

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation_____

Mailing Address_____ City, State & Zip Code_____

Telephone:(____)_____Cell:(____)_____Fax:(____)_____

Tax Number _____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

E-Mail _____

Signature _____Date _____

Typed Name _____Title _____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name_____

Mailing Address_____ City, State & Zip Code_____

Telephone:(____)_____Cell:(____)_____Fax:(____)_____

E-Mail _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name _____

Mailing Address_____ City, State & Zip Code_____

Telephone:(____)_____Cell:(____)_____Fax:(____)_____

E-Mail _____

CERTIFICATION REGARDING IMMIGRATION REFORM & CONTROL

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the City, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the City's request, Contractor is expected to produce to the City any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

_____ _____

Signature, Title of Contractor Date

SECTION I
CONDITIONS TO BIDDING

1. **Bid Posting Number:** The Bid Posting Number has been assigned to this IFB and MUST be shown on all correspondence or other documents associated with this IFB and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the procurement officer only.

   Jared Peterson
   Telephone: (620) 231-4100
   Fax: (620) 231-7327
   E-Mail Address: jared.peterson@pittks.org
   City of Pittsburg, Kansas
   Procurement and Contracts
   201 West 4th Street
   P.O. Box 688
   Pittsburg, Kansas 66762

   Failure to notify the Procurement Officer of any conflicts or ambiguities in this IFB may result in items being resolved in the best interest of the City. Any modification to this IFB shall be made in writing by addendum and posted on the City's website for vendors to download. Only written communications are binding.

2. **Cost of Preparing Bid Response:** The cost of developing and submitting the bid response is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the bid response, submitting the bid response, and other costs associated with this IFB. All responses will become the property of the City, and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

3. **Submission of Bid Response:** Submission of the bid response will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the bid response for all contingencies. Later claims for labor, work, materials, and equipment required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the City of Pittsburg.

4. **Evaluation of Bids:** Award shall be to the lowest responsible bidder taking into consideration conformity with the specifications, terms of delivery, weighted local preference policy and other conditions imposed by this IFB. Award will be by line item, group totals, or total lot, whichever is in the best interest of the City.

5. **Acceptance or Rejection:** The City reserves the right to accept or reject any or all bid responses or part of a bid response; to waive any informalities or technicalities; clarify any ambiguities in bid responses; modify any criteria in this IFB; and unless otherwise specified, to accept any item in a bid response.

6. **Contract:** The successful bidder will be required to enter into a written contract with the City.

7. **Contract Documents:** This IFB and any amendments and the bid response and any amendments of the successful bidder shall be incorporated into the written contract award which shall compose the complete understanding of the parties.

   In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

   1. Written modifications to the executed contract;
   3. written contract signed by the parties;
   4. the IFB including any and all addenda; and
   5. contractor's written response submitted in response to the IFB as finalized.

8. **Contract Formation:** No contract shall be considered to have been entered into by the City until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

9. **Open Records Act (K.S.A. 45-215 et seq.):** All bid responses become the property of the City. Kansas law requires all information contained in bid responses to become open for public review once a contract is signed or all bid responses are rejected.

   If any part or all of the bid response is marked as being copyrighted, by submission of the bid response itself, the bidder provides the City full authority to provide copies of such material, either in paper format or electronically, to interested parties in order for the City to meet its obligations under the Kansas Open Records Act.

10. **Federal, State and Local Taxes Governmental Entity:** Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with the IFB. The City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's prices.

11. **Debarment of City Contractors:** Any contractor who defaults on delivery as defined in this IFB may, be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Director of Finance, after consultation with the contracting agency and the City Attorney, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The Director, after consultation with the contracting agency and the attorney general, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the City Attorney, remain in effect until after the trial of the suspended person.

12. **Insurance:** The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

13. **Conflicting Provisions:** Any and all conditions, provisions, or terms in the Agreement which conflict with, or modify a condition, provision or term of the City of Pittsburg's Bid Specifications or Bid Form shall be null and void and of no effect; it being the express intent of the parties that the conditions, provisions, and terms of said Bid Specifications and Bid Form take precedence over and control any conflicting language in the Agreement.

14. **Competition:** The purpose of this Solicitation is to seek competition. The vendor shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Finance reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Solicitation.

SECTION II
BID INSTRUCTIONS

1. **Preparation of Bid Response:** Prices are to be entered in spaces provided herein. Computations and totals shall be indicated where required. The City has the right to rely on any price quotes provided by bidders. The vendor shall be responsible for any mathematical errors in pricing. The City reserves the right to reject bid responses which contain errors.

   Bidders are instructed to prepare their Bid Response following the same sequence as the IFB.

2. **Submission of Bid Responses:** Vendor's bid response shall consist of:

   - One (1) copy of the Bid Signature document, including Signature of an authorized Bidder Representative.
   - One (1) copy of the bid form, including literature and other supporting documents.
   - One (1) copy of the Immigration Reform Control Act form found in this IFB document.
   - Bid Addendum's as issued.

   Vendor's bid response, sealed securely in an envelope or other container, shall be received promptly at **2:00 p.m., local Pittsburg, Kansas time, on November 29th, 2016**, addressed as follows:

   City of Pittsburg, Kansas
   Procurement and Contracts
   Proposal #2017-001 – Ready Mix Concrete and Flowable Fill
   Closing: November 29th, 2016
   201 West 4th Street
   P.O. Box 688
   Pittsburg, Kansas 66762

   It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

   Faxed, e-mailed or telephoned responses are not acceptable.

   Responses received prior to the closing date shall be kept secured and sealed until closing. The City shall not be responsible for the premature opening of a bid response or for the rejection of a bid response that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Bid Response will be retained unopened in the file and not receive consideration, or will be returned at bidder's expense.

3. **Signature of Responses:** Each bid response shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title.

4. **Acknowledgment of Addenda:** All vendors shall acknowledge receipt of any addenda to this IFB. Failure to acknowledge receipt of any addenda may render the bid response to be non-responsive. Changes to this Solicitation and the resulting contract shall be issued only by Procurement and Contracts in writing.

5. **Withdrawal of Bid Responses:** A bid response may be withdrawn on written request from the vendor to the Procurement Officer at Procurement and Contracts prior to the Closing Time.

6. **Bid Disclosures:** Bid results will not be given to individuals over the phone. Results can be obtained by attending the public bid opening. If unable to attend the public bid opening, bid tabulations can be obtained by sending an e-mail to tabsheets@pittks.org or in writing to:

   Pittsburg Procurement and Contracts
   ATTN: Bid Results
   201 West 4th Street
   P.O. Box 688
   Pittsburg, Kansas 66762

   Please reference the Bid Posting Number on the request. There is no charge for individual bid tabs.

   Copies of individual bid responses may be obtained under the Kansas Open Records Act by calling (620) 231-4100 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the bid file. Upon receipt of the funds, the documents will be mailed. Information in bid files shall not be released until a contract has been executed or all bid responses have been rejected.

7. **Notice of Award:** An award is made on execution of the written contract by all parties. Only the City is authorized to issue news releases relating to this IFB, its evaluation, award and/or performance of the contract. Procurement and Contracts shall issue either a purchase order or a written contract or both to the successful bidder.

SECTION III
TERMS OF CONTRACT

1. **Terms of Contract:** The term of this contract is from the date of award for a one year period, with the option to renew for two (2) additional one (1) year periods.

2. **Price Adjustments:** On the yearly anniversary date of this contract, prices as bid may remain at the price bid or may be based on a price adjustment, either upward or downward, keyed to industry and changes. Contractor shall furnish figures at least thirty (30) days prior to expiration date to substantiate any claim for increase. Price increases shall not exceed three percent (3%) of the existing contract. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be re-bid.

3. **Inspection:** The City reserves the right to reject, on arrival at destination, any items which do not conform with specifications of this IFB.

4. **Termination for Cause:** The Director of Finance may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

   - the Contractor fails to make delivery of goods or services as specified in this contract; or
   - the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

   The Director of Finance shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as City may authorize in writing), the Director of Finance shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

5. **Termination for Convenience:** The Director of Finance may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Finance shall determine that the termination is in the best interest of the City. In the event that the Director of Finance elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

6. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

   Jared Peterson
   City of Pittsburg, Kansas
   Procurement and Contracts
   201 West 4th Street
   P.O. Box 688
   Pittsburg, Kansas 66762

   or to any other persons or addresses as may be designated by notice from one party to the other.

7. **Rights and Remedies:** If this contract is terminated, the City, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed, any completed materials. The City shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

   If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

   In the event of termination, the Contractor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by City subject to any offset by City for actual damages including loss of federal matching funds.

   The rights and remedies of the City provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

8. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

9. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by City shall not constitute a waiver.

10 **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

   The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

11. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

    Failure of the Contractor to provide qualified staffing at the level required by the contract may result in termination of this contract and/or damages.

12. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the City and who are providing services involving this contract or services similar in nature to the scope of this contract to the City. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any City employee who has participated in the making of this contract until at least two years after his/her termination of employment with the City.

13. **Confidentiality:** The Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by contractor. On the termination of expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by City, will destroy or render it unreadable.

14. **Reviews and Hearings:** The Contractor agrees to advise the Director of Finance of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Director of Finance. The City has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

15. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules or regulations may result in termination of this contract.

16. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

17. **Hold Harmless:** The Contractor shall indemnify the City against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

    The City shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to City property. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction or damage to City property.

18. **Care of City Property:** The Contractor shall be responsible for the proper care and custody of any City owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse City for such property's loss or damage caused by Contractor, normal wear and tear excepted.

19. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.

20. **Retention of Records:** Unless the City specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

    Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

    The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be at no cost to the City.

    Federal, State and Local Taxes Contractor: The City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

21. **Antitrust:** If the Contractor elects not to proceed with performance under any such contract with the City, the Contractor assigns to the City all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the City pursuant to this contract.

22. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the Director of Finance. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

23. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the City.

    This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the City.

24. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.

25. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

26. **Severability**: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

27. **Governing Law:** This contract shall be governed by the laws of the City and shall be deemed executed at Pittsburg, Crawford County, Kansas.

28. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the City, District Court of Crawford County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the City is a party.

29. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

30. **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

31. **Competition:** The purpose of this Solicitation is to seek competition. The vendor shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Finance reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Solicitation.

32. **Injunctions:** Should the City be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the City, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

33. **Acceptance:** No contract provision or use of items by the City shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

34. **Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

    If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

36. **Payment Terms:** Unless specified otherwise, Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the City. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

    The statute further defines the date goods or services are received as the date such goods or services are completely delivered and finally accepted by the City. The date the payment is made by the City is defined as the date on which the warrant or check for such payment is dated, i.e. warrant issue date.

37. **Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the using Department in duplicate and shall state the following:

    1. date of invoice:
    2. date of shipment (or completion of work);
    3. purchase order number and contract number;
    4. itemization of all applicable charges; and
    5. net amount due.

38. **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued. The City reserves the right to destroy all proposals if the IFB is withdrawn, a Contract Award is withdrawn, or otherwise in the normal course of business.

    Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal response package. Pricing information is normally not considered proprietary. The Vendor's entire proposal response package shall not be considered proprietary.

39. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

40. **Cash Basis Law:** The monthly installment payments to be paid by the Purchaser to the Contractor can only be made from funds budgeted and appropriated for that purpose during the Purchaser’s current budget year or from funds made available from any lawfully operated revenue source. In the event sufficient funds are not available and Purchaser is in default, the Agreement shall be terminated with Purchaser having no further liability therein.

41. **Insurance:** The Contractor shall present an affidavit of Worker's Compensation, Public Liability and Property Damage Insurance to Procurement and Contracts.

42. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

43. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

44. **Default of Delivery:** Any contractor who defaults on delivery as defined in this Contract may, be barred from bidding on any subsequent bid event for a period to be determined.

45. **Indefinite Quantity Contract:** This Solicitation is for an open-ended contract between a vendor and the City to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide.

46. **References:** References will be provided "upon request" and shall have purchased similar items from the vendor in the last year. References shall show firm name, contact person, address, and phone number. Vendor employee and the buying agency shall not be shown as references.

47. **Certification of Specifications Compliance:** By submission of a response and the signature affixed thereto, the bidder certifies all products and services proposed in the IFB meet or exceed all requirements of this specification as set forth in the IFB.

48. **Certification of Materials Submitted:** The response to this IFB, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful bidder and the City. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

49. **State Tax:** The undersigned attests this Bidder is not in arrears in taxes due the State of Kansas.

SECTION IV
SPECIFICATIONS
for
Ready Mix Concrete and Flowable Fill

1. This Invitation for Bid is intended to provide for the establishment of contracts to furnish Ready Mix Concrete and Flowable Fill to the City of Pittsburg, Kansas, at various project locations.

2. **Contract Period:** January 1st through December 31st, 2017 with the option to renew for two (2) additional one (1) year periods.

3. **Qualifications:** Upon request, a description of the bidder's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The bidder must be an established firm recognized for its capacity to perform. The bidder must be capable of mobilizing sufficient personnel to meet the deadlines specified in this solicitation.

4. **Quantities**: The quantities indicated herein are estimated. The quantities purchased will be those quantities actually required.

5. **Delivery**: To be delivered on order of the Director of Public Utilities or the authorized representative to the location(s) as listed on the Schedule of Prices.

6. **On-Site Inspection:** Failure to adequately inspect the premises shall not relieve the successful vendor from furnishing without additional cost to the City any materials, equipment, supplies or labor that may be required to carry out the intent of this solicitation. Submission of a bid response shall construed as evidence that the vendor has made necessary examination, inspection and investigation. Failure to properly inspect the site may result in rejection of the vendor's bid response.

7. **Pricing**: Price of the Ready Mix and Flowable Fill will remain firm throughout the contract period.

8. **Specifications:**

GENERAL CONDITIONS OF DELIVERY OF MATERIALS:

A. Material covered under this bid shall be for work performed on small, miscellaneous projects by City crews or by City crews with the assistance of private contractors (i.e. street cut repairs, wheelchair ramps at intersections, misc. street, curb and sidewalk repairs, and installation and utility repairs). This bid is not to cover materials on larger projects bid by General Contractors.

B. The City of Pittsburg shall notify the supplier as soon as practicable ahead of the required time as to the need for and amount of material to be supplied. If the required delivery cannot be made, the City of Pittsburg reserves the right to purchase the concrete from another supplier, or if after a delivery time overruns 1½ hours past time, the concrete may be ordered from another supplier.

C. Supplier shall Batch the Mix from a Plant within 10 miles of the Pittsburg City Limits.

D. Material covered by this bid shall be supplied only on regular working days (Monday through Friday) between the hours of 7:00 a.m. and 5:00 p.m.

E. Materials shall conform to mix designs provided by the supplier who shall comply with the minimum requirements set out herein.

CONCRETE REQUIREMENTS:
Concrete supplied shall conform to the following minimum requirements:

A. The minimum cement content shall be 517 pounds per cubic yard of concrete.

B. The maximum allowable water content shall be 0.49 pounds per pound of cement including surface moisture, but excluding water absorption of the aggregates.

C. A mixed aggregate shall be used with 30 percent or more (by weight) retained on the No. 4 sieve.

D. The slump shall be 2½ inches at the point of delivery, plus or minus three-fourths of an inch (3/4”).

E. The concrete shall have air entrainment at 6 percent, plus or minus 2 percent.

F. The concrete shall have a minimum 28-day compressive strength of 3,500 p.s.i. for 3,500 lb. mix, and 4,000 p.s.i. for 4,000 lb. mix, 8 sack early strength concrete mix shall have a minimum of 3,500 p.s.i. at 8 hours.

G. The use of Class C or Class F fly ash is allowed as a substitution for cement on a one pound per one pound rate up to a maximum of 25% by weight of the total cementitious material.

Supplier shall provide a proposed Mix Design for approval after award of Contract.

FLOWABLE FILL REQUIREMENTS:
Flowable Fill supplied shall conform to the following requirements:

A. The components of the flowable fill shall be water, cement, and fine aggregate. Fly ash may be added as a component.

B. Compressive strength shall be 50-75 p.s.i. @ 28 days.

C. Flowable fill provided shall be capable of supporting the weight of a 200 pound person within 4 hours after placement.

Supplier shall provide a proposed Mix Design for approval after award of Contract.

9. **Orders and Payment:** Orders will be issued by telephone or Purchase Order throughout the contract period. Payment will be made within 30 days of delivery acceptance or receipt of invoice, whichever is later. The invoice shall be submitted to the address as instructed on the order. City Purchase Order number must be referenced on the invoice.

Bid Form

Date_____

I
We, of _____
(Name of Company)
do hereby agree to furnish the following materials in accordance with your specifications, specified delivery time, dates and locations, and to accept all other conditions of the specifications, and that I/We will furnish all equipment for delivery of said material on a timely basis. I/We agree to furnish these materials at the following prices:

FILL IN ALL BLANKS

STANDARD SERVICE

1. 3500 p.s.i. Concrete (5½ Sack) $_____**BASE BID**
   (Per Cubic Yard)

2. 4,000 p.s.i. Concrete (6 Sack) $_____**BASE BID**
   (Per Cubic Yard)

3. Early Strength Concrete (8 sack) $_____**BASE BID**
   (Per Cubic Yard)

4. Flowable Fill-Standard Service $_____**BASE BID**
   (Per Cubic Yard)

- The successful bidder will be based on the lowest and/or best bid of the combined unit prices per cubic yard.

NON-STANDARD SERVICES

Delivery Charge (Per Delivery) $ **No Extra Delivery Charge**

Hot Water (Per Cubic Yard) $_____

2% Calcium Chloride (Per Cubic Yard) $_____

The City of Pittsburg reserves the right to accept the best bid, reject any and/or all bids and the right to waive any irregularity in any bid. Bidder may bid one or all of the items listed in the Bid Form.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Pittsburg, Kansas, as party of the first part, and hereinafter termed the "OWNER", and party of the second part, hereinafter termed in this Agreement, the "CONTRACTOR".

WITNESSETH:

WHEREAS, the Owner has caused to be prepared, in accordance with law, Specifications, Plans and other Contract Documents for the work herein described, and has approved and adopted these Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed proposals for furnish materials, labor and equipment for the _____
_____
Pittsburg, Kansas, and all appurtenances thereto in accordance with the terms of this Contract; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined, and canvassed the proposals submitted and, as a result of such canvass, has determined and declared the Contractor to be the lowest and best bidder for above described work, and has duly awarded to the said Contractor a Contract for the sum or sums named in the proposal attached to and made part of this Contract.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its, his, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor will furnish at his own cost and expense, all labor, equipment and materials required, and construct and complete in good first class, and workmanlike manner, the work as designated, described and required by the plans, specifications and covered by all items of the Contractor's proposal included in these Contract Documents, all in accordance with plans, specifications, general conditions, special conditions, advertisement, instruction to bidders, proposal, and other specified Contract Documents on file with the City Clerk of the City of Pittsburg, Crawford County, Kansas, all of which Contract Documents form the Contract, and are as fully a part thereof as if repeated verbatim herein; all work to be done under the direct supervision, and to the entire satisfaction of the Owner, and in accordance with the laws of the State of Kansas.

CONTRACT AGREEMENT
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ARTICLE II. That the Contractor expressly agrees and covenants that it will hold and save harmless and indemnify the Owner and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Contract by the Contractor, its employees or subcontractors.

ARTICLE III. That the Contractor shall insert in its contracts with each subcontractor a clause that requires the subcontractor to also indemnify and hold harmless the Owner and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments and damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of the subcontract by the subcontractor or its employees.

ARTICLE IV. That the Owner shall pay to the Contractor for the performance of the work embraced in this Contract for all work covered by and included in the Contract award and designated in the foregoing Article I; payment therefore to be made in cash or its equivalent, in the manner provided in the General Conditions.

ARTICLE V. That the Contractor will commence and complete all work in accordance to the terms of contract scope of services.

IN WITNESS WHEREOF, the City of Pittsburg, Kansas, Owner, has caused this Contract to be executed, and the said Contractor has executed five (5) counterparts of this Contract in the prescribed form and manner, the day and year first above written.

THE CITY OF PITTSBURG, KANSAS
Party of the First Part, OWNER

By_____
Mayor

ATTEST: (SEAL)

_____
City Clerk

CONTRACT AGREEMENT
PAGE THREE

_____
Party of the Second Part (Contractor)

_____

_____

(SEAL) By_____
Title

_____
Secretary sign if corporation

CITY OF PITTSBURG

Insurance Requirements

Insurance requirements include carrying a $500,000 per incident policy with the City of Pittsburg named as the co-insured. Contractor must be able to supply Kansas statutory requirement for workers compensation insurance, including an "all states" endorsement. The City is to receive at least 30 days' notice of policy changes or cancellation. Subcontractors must be approved by the city and meet the same insurance requirements. A certificate of insurance showing proof of the required coverage's must be submitted with the contract documents. The contractor must be licensed by the City of Pittsburg prior to the contract being signed.

General Conditions

It is understood by the bidder that the City is exempt from state sales tax and federal excise tax and, therefore, the net amount of the bid should not reflect these items.

The bidder, in compliance with the conditions set forth herein, agrees to supply to the City of Pittsburg, Kansas, for the period of January 1st through December 31st, 2017 with the options to renew for two (2) additional one (1) year periods. Bidder has examined the purchase specifications and is familiar with all of the conditions surrounding the furnishing of this material and hereby proposes to furnish this material in accordance with the purchase specifications at the price stipulated below. Bidder hereby agrees that the bid price provided reflects all charges and that no extra charges will be applied.

The City of Pittsburg reserves the right to accept the best bid, reject any and/or all bids and the right to waive any irregularity in any bid. Bids received after the designated closing time will be returned unopened. Bidder may bid one or all of the items listed in the Bid Form.