

NOTICE TO BIDDERS
STREETLIGHT LED RETROFIT KITS PROJECT
CITY OF MERRIAM, KS
PROJECT NO. 046 N-0793-01/CRP-N-079(301)
MAY 8, 2024

The City of Merriam currently has a total of 1,864 streetlights throughout the City located on residential, collector, and arterial streets. The majority of the streetlights consist of High Pressure Sodium (HPS) luminaires, but the City is in the process of converting these luminaires to LEDs.

The City has been awarded a federal Carbon Reduction Grant to convert a portion of these streetlight luminaires from HPS to LEDs.

SCOPE OF WORK:

The City requests a bid for the following equipment:

- Sentry Electric Hamlet LED Retrofit Kits
(LEDV29B - 1.4A - 830 - KHT4 - FP - SLH - RETROKIT)

- Sentry Electric Central Park Tulip Series LED Retrofit Kits
(LEDV29B - 1.05A - 830 - KHT3 - DR - SCP - RETROKIT - BK)

Specifications for each item are attached.

A unit cost is requested for each type of luminaire based on the range of quantities listed in the bid fee schedule. Once the low bidder has been identified based on unit cost, the City will determine the actual quantity to be purchased.

This proposal is for materials only (including shipping costs) and all labor will be provided by City of Merriam crews. Materials may be delivered separately on pallets; however, all materials must be shipped and received by the City within 4 to 5 months after the bid and contract is approved and executed by City Council.

TERMS AND CONDITIONS:

1. The City of Merriam reserves the right to accept or reject any and all bids and to waive any technicalities or irregularities therein. Bids may be modified or withdrawn by written request of the bidder received in the office of City Clerk, prior to the time and date for bid opening.
2. From and after the release of this Notice, any party intending to bid on the above-referenced Project, including their officers, employees, agents, or contractors, are specifically prohibited from communicating with any elected or appointed official of the City, directly or indirectly, with regard to the award of the contract for the Project listed above. Any such unauthorized communication may result in the automatic disqualification of such bidder.
3. The City of Merriam reserves the right to discontinue its evaluation of submittals from any respondents who submit false, misleading or incorrect information.

4. The time of completion of the Work is a basic consideration of the Contract. Before the Owner awards the Contract, the Bidder shall satisfy the Owner of their ability to complete the Work within the time limits stipulated in this Notice to Bidders.
5. The vendor shall pay all taxes, except sales taxes, that may be lawfully assessed against the Owner in the execution and performance of the Work covered thereby. The unit prices in the bid include all such taxes.
6. It is the Owner's intention to secure an exemption certificate for this project permitting the vendor to purchase materials without payment of the sales or compensating tax.

BID SUBMITTAL REQUIREMENTS:

7. All Bids shall be made on the bid fee schedule form provided in this document along with the signed acceptance of the Terms and Conditions. All Bids shall be legibly written in ink, with all prices given in figures.
8. **All Bids shall be submitted to Merriam City Hall (9001 W. 62nd St., Merriam, KS 66202) in sealed envelopes addressed to the CITY OF MERRIAM, KANSAS, ATTN: JULI PINNICK, CITY CLERK, and marked "Bid for Streetlight LED Retrofit Kits Project".**
9. No oral telegraphic, telephonic proposals or alterations will be considered. Facsimile transmissions will not be accepted.
10. Sealed Bids will be received from qualified bidders to the City of Merriam, Kansas until **1:00 p.m. on Tuesday, June 11, 2024**, at which time and place all Bids will be publicly opened and read. Bids received after the designated closing time will be returned unopened.
11. Each Bid and signed acceptance of the Terms and Conditions must be signed in ink by the bidder with the bidder's full name, name of firm or corporation, business address or place of residence, and telephone number.
12. Approval of the Bid and Contract is estimated to occur in June 2024.

Questions regarding this Notice To Bidders should be in writing, directed via e-mail only, to Celia Kumke, ckumke@merriam.org. **FINAL DATE FOR QUESTIONS** will be **June 5, 2024**. All questions will be issued in an addendum which will be posted on City of Merriam website and Drexel Technologies.

CONTRACT:

Upon acceptance of a qualified and acceptable Bid, the City of Merriam will execute the attached agreement.

The selected vendor will also be required to submit the following:

- Insurance certificates indicating the coverage agreed upon in the contract
- Completed City Vendor Information Form
- W-9
- Kansas Tax Clearance Letter

BID FEE SCHEDULE:

Item No.	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	Sentry Electric Hamlet LED Retrofit Kit (LEDV29B - 1.4A - 830 - KHT4 - FP - SLH - RETROKIT)	EA.	520		
2	Sentry Electric Central Park LED Retrofit Kit (LEDV29B - 1.05A - 830 - KHT3 - DR - SCP - RETROKIT - BK)	EA.	340		

TOTAL= _____

ACCEPTANCE OF THE TERMS AND CONDITIONS:

Acknowledge understanding and acceptance of the Terms and Conditions. Return a signed copy with **Bid Fee Schedule**.

Name

Date

Authorized Signature

Phone Number

Firm or Corporation

City/State/Zip Code

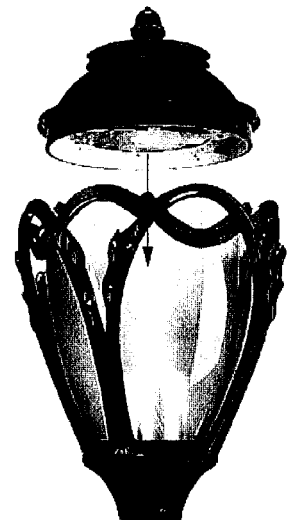
ATTACHMENTS
(LED RETROFIT KIT SPECIFICATIONS)

TULIP SERIES LED RETROFIT

Luminaires: Tulips - Retrofit

The Tulip Series Retrofit Kit enables the owner to realize the many benefits of solid state lighting while continuing to evoke the historical theme of many North American landmark parks, universities, and cities. Field retrofitting of existing Tulip Series luminaires is easily accomplished in the field to minimize maintenance costs and downtime.

The retrofit kit offers an upgrade of previously installed Sentry Tulip Series luminaires. A unitized top assembly, plate/cord assembly, and globe replace existing HID systems to achieve long-lasting cost reductions along with a highly performing, lighting solution.



TULIP RETROKIT

Product Features

Construction

Decorative finials and dome top rings shall be made from cast ASTM 356.1 aluminum construction. The installed retrofit kit with injection-molded globe and large dome top shall create a weather tight chamber for the LED component(s), driver(s) and internal optics. LED components and driver are securely affixed to the mechanical structures. A thermal management system dissipates heat to insure compliance with ratings of the LED components and driver.

Optical

Injection-molded UV stabilized polycarbonate or high impact acrylic globe. Standard globe finish creates a subtle light diffusing effect. Available in symmetrical or asymmetrical configurations.

Electrical

Meets UL 1598 for safety. Utilizes voltage sensing 120-277V driver, suitably rated for the specified LED component(s). Luminaire retrofit shall be prewired and factory tested.

Surge Protection

Protected line-neutral, line-ground, and neutral-ground in accordance with ANSI/IEEE 62.41, Category C3.

Finish

All exposed metallic surfaces shall be finished with a high performance coating consisting of high gloss Super Durable polyester powder coat paint. Paint shall be weather, corrosion, abrasion, and UV resistant in compliance with AAMA 2604-05. Color to be specified.

Specifications

Ambient Temperature

-40° C minimum to 35° C maximum (Luminaire not to operate at maximum temperature for a period of time longer than 15% of total operating hours.)

Rated Life @ 25° C Ambient Temperature

50,000 Hours at 70% lumen maintenance

Driver Specifications

- 120-277V power supply.
- Compatible with 0 to 10V lighting control systems.
- Complies with the requirements of UL and CSA.

Ordering Information

Choose the **boldface** catalog references that best suit your needs.

Example:

Light Source Color Temp Globe Material Distribution Model Finish
LEDV29B-0.7A - 830 - DR - KHT5 - SBP-RETROKIT - BK

Light Source	Globe Material	Model	Finish
LEDV29B-1.05A 58 watts, 1050mA	(blank) Polycarbonate	SBP-RETROKIT	BK Black
LEDV29B-0.7A 38 watts, 700mA	DR High Impact Acrylic	SCP-RETROKIT	BZ Bronze
LEDV18C-0.7A 26 watts, 700mA		SLR-RETROKIT	FG Federal Green
		SYN-RETROKIT	GY Gray
		SLK-RETROKIT	WH White
		SCT-RETROKIT	SIL Silver
		SBN-RETROKIT	BLU Blue
		SIC-RETROKIT	SBRZ Statuary Bronze
		SYG-RETROKIT	Consult factory for additional finishes.
		SIV-RETROKIT	
		SST-RETROKIT	

Sentry
ELECTRIC

TULIP SERIES LED RETROFIT

Sentry Electric LLC

185 Buffalo Avenue, Freeport, New York, 11520

Telephone: 516.379.4660 Fax: 516.378.0624

www.sentrylighting.com

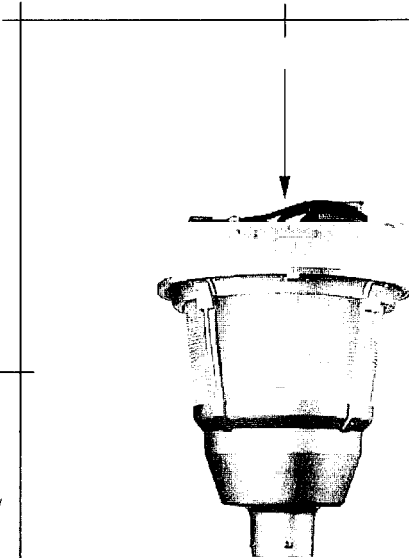
info@sentrylighting.com

Hamlet LED RETROFIT

Luminaires: Lanterns - Retrofit

The Hamlet LED Retrofit Kit enables the owner to realize the many benefits of solid state lighting while continuing to evoke the historical theme of many North American landmark parks, universities, and cities. Retrofitting is easily accomplished in the field to minimize maintenance costs and downtime.

The retrofit kit offers an upgrade of previously installed Hamlet and Oysterbay luminaires containing HID lamp sources. A frosted globe and unitized prewired assembly that consists of the light source, optics and driver, simply drop into the existing luminaire. Performance is never compromised in retrofit applications, as the retrofit kit utilizes the same components as a complete factory-assembled luminaire.



SLH-RETROKIT

Product Features

Construction

The installed retrofit kit with molded globe and LED plate assembly shall create a weather tight chamber for the LED components, driver, and internal optics. LED components and driver are securely affixed to the mechanical structures. A thermal management system dissipates heat to insure compliance with ratings of the LED components and driver.

Optical

Molded acrylic frosted prismatic globe with internal optical system to optimize performance, distribution and visual comfort. Available in symmetrical or asymmetrical configurations.

Electrical

Meets UL 1598 for safety. Utilizes voltage sensing 120-277V driver, suitably rated for the specified LED components. Luminaire retrofit shall be prewired and factory tested.

Surge Protection

Protected line-neutral, line-ground, and neutral-ground in accordance with ANSI/IEEE 62.41, Category C3.

Finish

All exposed metallic surfaces shall be finished with a high performance coating consisting of high gloss Super Durable polyester powder coat paint. Paint shall be weather, corrosion, abrasion, and UV resistant in compliance with AAMA 2604-05. Color to be specified.

Specifications

Ambient Temperature

-40° C minimum to 35° C maximum (Luminaire not to operate at maximum temperature for a period of time longer than 15% of total operating hours.)

Rated Life @ 25° C Ambient Temperature

50,000 Hours at 70% lumen maintenance

Driver Specifications

- 120-277V power supply.
- Compatible with 0 to 10V lighting control systems.
- Complies with the requirements of UL and CSA.

Ordering Information

Choose the **boldface** catalog references that best suit your needs.

Example:

Light Source Color Temp Distribution Globe Finish Model
LEDV29B-0.7A - 830 - KHT2 - FP - SLH-RETROKIT

Light Source	CRI & Color Temperature	Distribution	Globe Finish
LEDV29B-1.4A 78 watts, 1050mA	827 80 CRI, 2700K	KHT5 Type V	FP Frosted Prismatic
LEDV29B-1.05A 58 watts, 1050mA	830 80 CRI, 3000K	KHT5SQ Type V Square	
LEDV29B-0.7A 38 watts, 700mA	835 80 CRI, 3500K	KHT4 Type IV	Model SLH-RETROKIT
LEDV18C-0.7A 26 watts, 700mA	840 80 CRI, 4000K	KHT3 Type III KHT2 Type II	

Consult factory for additional light source and color temperature options.



HAMLET LED RETROFIT

Sentry Electric LLC
 185 Buffalo Avenue, Freeport, New York, 11520
 Telephone: 516.379.4660 Fax: 516.378.0624
 www.sentrylighting.com info@sentrylighting.com

ATTACHMENTS
(AGREEMENT)

AGREEMENT FOR PURCHASE OF GOODS

This agreement ["Agreement"], is made as of this _____ day of _____, 20__ by and between the City of Merriam, Kansas, [hereinafter "City"], and _____, [hereinafter referred to as "Vendor"].

RECITALS

WHEREAS, pursuant to a request by City, Vendor has submitted a proposal to sell _____, ("Goods") for the purpose of _____; and

WHEREAS, City desires to purchase said Goods from Vendor; and

WHEREAS, City and Vendor desire to state the terms and conditions for this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1.0 Purpose.

Vendor will sell and deliver the Goods as requested in (1) City's PROJECT # _____ thereto; and (2) as outlined in Vendor's response to said BID. Vendor agrees that it has carefully reviewed the BID, and it understands the nature and scope of the BID's terms and conditions. The parties agree that time is of the essence in Vendor's performance of this Agreement.

2.0 Term of Agreement.

The term of this Agreement shall be from _____ to _____ unless terminated earlier in accordance with the provisions of Article 2 below. In the event that the services rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the Governing Body of the City in the establishment of its annual budget.

3.0 Termination.

City reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Vendor to provide acceptable Goods or if City determines that Goods can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Vendor, the City will not be liable for any fees and may, at its sole option, award an agreement for

the same Goods to another qualified firm to provide Goods or the City may complete the work in-house.

4.0 Compensation and Prices.

4.1 City agrees to pay and Vendor agrees to accept as compensation for the Goods provided pursuant to this Agreement, payment in the amount identified within the table below, with the total including all services that Vendor has agreed to provide to City, along with the listed Goods. The fees indicated within said table shall include all of Vendor's time, labor, equipment, and supplies. Furthermore, the prices included within said table include all freight, inside delivery, fuel charges, and handling fees.

4.2 Payment shall be made by City only for Goods provided and upon submission of a payment request upon delivery of Goods.

4.3 All invoices should be sent to _____.

4.4 Insert compensation table

5.0 Cash Basis and Budget Laws.

This Agreement must comply with the applicable provisions of the Kansas Cash-Basis Law, K.S.A. 10-1101 et seq., as amended. The City is obligated only to pay periodic payments or monthly installments under this Agreement as may lawfully be made from funds budgeted and appropriated for the purposes set forth in this Agreement during the City's current budget year. Notwithstanding any other provision of this Agreement, in the event that the City does not budget and appropriate funds for any renewal term, for any reason in its sole discretion, the parties agree that they shall be relieved of all obligations under this Agreement without penalty. To the extent that the City does budget and appropriate funds for the purposes set forth in this Agreement, the obligations of the parties shall remain as provided herein.

6.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Vendor or any permitted subcontractors hired by Vendor, the Vendor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Vendor or its subcontractors. Vendor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

7.0 Insurance.

7.1 The Vendor shall procure and maintain, at its expense, throughout the duration of this Agreement, insurance of such types and in at least such amounts as required herein from an insurance company licensed to do business in the State of Kansas. The following insurance coverages:

- Workers' Compensation and Employer's Liability – Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance providing the statutory limits under the Kansas Workers Compensation Act; the Vendor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- Commercial General Liability for bodily injury and property damage liability claims with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate (If the vendor will be making on-site delivery); and

- Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles (If the vendor will be making on-site delivery); and

- Professional Liability – The Vendor shall maintain Professional Liability insurance in an amount not less than \$500,000; and

- Products Liability Insurance – The Vendor shall maintain Products Liability insurance in an amount not less than \$1,000,000.

7.2 The City shall be named as additional insured on such policies other than worker's compensation and professional liability. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

7.3 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
 - 2) Carries a Best's policyholder rating of A- or better;
- AND
- 3) Carries at least a Class VIII financial rating.

OR

Is a company mutually agreed upon by the City and Consultant.

8.0 Conflict of Interest.

Vendor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder, including under 31 U.S.C.S. Section 1352. Vendor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

9.0 Compliance with Equal Opportunity Laws, Regulations, and Rules.

- (a) **Discrimination Prohibited.** Consultant agrees to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, national origin or ancestry, or age.
- (b) **Solicitations.** In all solicitations or advertisements for employees, Consultant shall include the phrase “equal opportunity employer” or a similar phrase approved by the Kansas Human Rights Commission (Commission).
- (c) **Non-Compliance.** Consultant shall be deemed to have breached this Agreement and it may be cancelled, terminated, or suspended in whole or in part by the City, if the Consultant:
1. fails to comply with the reporting requirements of K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto; or
 2. is found guilty of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Commission that has become final.
- (d) **Flow Through Requirements.** Consultant shall include the provisions of Section 7(a)-(c) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- (e) **Exempt Contractors.** The provisions of this Section 7(a)-(d) are recommended but not enforceable against Consultant if:
1. Consultant employs fewer than four employees at all times during the term of this Agreement; or
 2. All of Consultant’s contracts with the City cumulatively total \$5,000 or less during the fiscal year of the City pursuant to K.S.A. 44-1030(c).
- (f) **ADA Compliance.** Consultant agrees to comply with the American with Disabilities Act of 1990 (“ADA”), codified as amended at 42 U.S.C. § 12101 *et*

seq., as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.

(g) **Code Compliance.** Consultant agrees to comply with Chapter 35, Article III of the Merriam Code, which prohibits discrimination in employment, housing, and public accommodations on the basis of an individual's sexual orientation or gender identity.

10.0 Facilities and Equipment.

Vendor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the provision of services and goods as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement. The City expressly denies responsibility for or ownership of any item purchased until the same is delivered to and accepted by the City.

11.0 Records, Ownership and Inspection.

11.1 Ownership of Documents.

All documents prepared by Vendor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

11.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Vendor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

12.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Vendor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Vendor. The Vendor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Vendor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Vendor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

13.0 Compliance with Laws.

The Vendor shall observe and comply with all applicable federal, state, and local laws, regulations (including the attached federal contract provisions), standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

14.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. The subcontracting, assignment, delegation or transfer of the Services shall in no way relieve the Vendor of its primary responsibility for the quality and performance of such Services.

15.0 Confidentiality.

All reports and documents prepared by Vendor in connection with the performance of this Agreement are confidential until released by City to the public. Vendor shall not make any such documents or information available to any individual or organization not employed by Vendor or City without the written consent of City before any such release.

16.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City:

To Vendor:

17.0 Amendments.

17.1 This document represents the entire and integrated agreement between City and Vendor and supersedes all prior negotiations, representations, and agreements, either written or oral.

17.2 This document may be amended only by written instrument, signed by both City and Vendor.

18.0 No Third Party Beneficiaries.

City and Vendor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and

responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

19.0 Titles.

The titles in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

20.0 Negotiations.

City and Vendor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Vendor shall proceed with the work as per this Agreement as if no dispute existed.

21.0 Severability.

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22.0 Representations.

The Consultant certifies that:

- (a) The price submitted and the costs comprising same are independently arrived at without collusion.
- (b) The Consultant has not knowingly influenced and promises that it will not knowingly influence a City employee or former City employee to breach any ethical standard.
- (c) The Consultant has not violated, is not violating, and promises that it will not violate the City's policy of prohibition against gratuities and kickbacks.
- (d) The Consultant represents that it has not retained and will not retain a person to solicit or secure a City 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.
- (e) The Consultant is currently unaware of any conflict of interest with any party affected by this Agreement. Consultant agrees that if any conflict of interest should arise in the future, it will give notice to the City immediately.
- (f) Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement.

- (g) Consultant warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind the Consultant.

23.0 Incorporation of Exhibits and Conflicts. Exhibit XX (City's Request for Proposal) and Exhibit XX (the Proposal) are incorporated herein by reference and are a part of this Agreement to the same extent as if fully set forth herein. If there is a conflict or inconsistency in the terms or provisions of this Agreement and the terms and provisions of any incorporated exhibit, the terms and provisions of this Agreement shall prevail.

24.0 Entire Agreement.

This Agreement and the documents incorporated herein represents the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

25.0 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 20__.

CITY OF MERRIAM, KANSAS

VENDOR

(Mayor/City Administrator)

Its Authorized Agent (*Insert Name, Title*)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

CONTRACT ATTACHMENTS

**REQUIRED CONTRACT PROVISION
FEDERAL AID CONTRACTS****“BUY AMERICA” MATERIALS**

(1) Current federal regulations require the use of domestic iron and steel on federal-aid projects with limited exceptions. On federal-aid projects, use only iron and steel that have been manufactured, produced and processed in the United States. This includes any federally non-participating items.

(2) On all federal-aid projects, all iron or steel shall have been manufactured, produced, and processed in the United States. Manufacturing processes include any process which modifies the chemical content, the physical size or shape, or the final finish of the iron or steel. These processes include initial melting, mixing, rolling, machining, extruding, bending, grinding, drilling, and coatings applied to iron or steel (including epoxy coatings, galvanizing, painting, and any other coating that protects or enhances the value of the iron or steel used).

(3) Obtain the Engineer’s written approval before using any iron or steel that has not been manufactured, produced, and processed in the United States as permitted in this subsection (3). With the Engineer’s written permission, foreign iron and steel may be used if:

- (a) The combined total cost of all the foreign iron used, steel used, or the cost of both iron and steel used when both are required does not exceed 0.1% of the total cost of the project or \$2,500.00 dollars, whichever is greater. The cost of the foreign iron used, steel used, or both includes material costs, manufacturing costs, assembly costs, transporting costs, and testing costs associated with the foreign iron, steel, or both.
- (b) The Federal Highway Administration has waived specific products or processes according to 23 CFR 635.410, for the duration of that waiver.

The Contractor:

- Assumes the risk of including any foreign iron or steel in the Contractor’s bid.
- Incurs any costs needed to remove and replace with domestic iron and steel the amount of foreign iron, steel, or both that exceeds 0.1% of the total project costs or \$2,500.00, whichever is greater.
- Has the obligation to remove and replace foreign iron and steel that exceeds 0.1% of the total project costs or \$2,500.00 whichever is greater. The obligation is regulatory and is not excused by:
 - Errors the Contractor, subcontractors, suppliers, fabricators, or other third parties make in determining the costs of foreign iron and steel as defined above.
 - The Engineer’s approval under this subsection (3). The Contractor shall have no claim for additional time, money, or both because of the use of foreign iron or steel.

(4) Companies providing iron or steel or performing any manufacturing processes on the iron or steel shall include a "Buy America" statement on test reports and material certifications submitted to the Local Public Authority, the Contractor, or both. The "Buy America" statement shall identify the source of the iron or steel and the location(s) of the manufacturing processes. The statement shall certify that the company issuing the test report or material certification complies with all provisions of the Buy America Act.

(5) The requirements of this contract provision and "Buy America" do not apply to temporary items (Example: temporary sheet piling, steel scaffolding, and falsework) on the contract, even if these items are left in place with the Engineer's approval.

(6) After work is completed on the project, submit to the Engineer a certification stating the dollar amount of foreign iron used, steel used, or both. Include material costs, manufacturing costs, assembly costs, transporting costs, and testing costs in the dollar amount. Identify a zero dollar amount if no foreign iron or steel was used on the project.

(7) The requirements of this contract provision and "Buy America" do not apply to 100% state funded projects.

(8) If the contract references the 2015 Edition of the KDOT Standard Specifications this contract provision replaces subsection 106.1c. in the Standard Specifications.

REQUIRED CONTRACT PROVISION

DECLARATION
LIMITATIONS ON USE OF FEDERAL FUNDS FOR LOBBYING
PURSUANT TO 31 U.S.C. 1352

The Contractor's signature on the Contractor's proposal supplies the necessary signature for this Declaration and the certifications contained therein.

DEFINITIONS:

1. Designated Entity: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.
2. Federal Grant: An award of financial assistance by the Federal government. (Federal Aid Highway Program is considered a grant program.)
3. Influencing (or attempt): making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of a Federal contract or Federal grant.
4. Person: An individual, corporation, company, association, authority, firm, partnership, society, State, or local government.
5. Recipient: All contractors, subcontractors, subgrantees, at any tier, and other persons receiving funds in connection with a Federal grant.

EXPLANATION:

As of December 23, 1989, 31 U.S.C. Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this law, recipients of Federal grants shall not use appropriated funds to pay any person for influencing or attempting to influence a designated entity in connection with the making of a Federal grant or the extension, continuation, renewal, amendment or modification of a Federal grant. These restrictions apply to contracts and grants exceeding \$100,000.00. Federal law requires submission of this declaration. If a recipient fails to file the declaration or amend a declaration, the recipient shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure. If the recipient uses appropriated Federal funds to influence or to attempt to influence a designated entity contrary to this provision, the recipient shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such payment.

CERTIFICATIONS:

I certify that the Contractor recipient (including its owners, partners, directors, officers, or principals) has not paid and will not pay federally appropriated funds to any person for influencing or attempting to influence a designated entity in connection with the making of a Federal grant, or the extension, continuation, renewal, amendment or modification of a Federal grant.

The following person(s) if any, is registered under the Lobbying Disclosure Act of 1995 (Registrant) and has made lobbying contacts on the Contractor recipient's behalf with respect to this contract.

I certify that the Contractor recipient will report payments made to a person for influencing or attempting to influence a designated entity, that come from funds other than appropriated Federal funds. The Contractor recipient shall report such payments on Form LLL "DISCLOSURE FORM TO REPORT LOBBYING" according to the instructions and may obtain Form LLL from the KDOT Bureau of Construction and Materials.

I certify that, if information contained in this DECLARATION changes, the Contractor recipient will amend the DECLARATION within 30 days of the change(s).

I certify that the Contractor recipient will provide to and require subcontractors to sign a like DECLARATION, if the subcontract work exceeds \$100,000.

The Contractor recipient understands that this declaration is a material representation of fact and the Local Public Authority will have relied upon this declaration in entering into a contract with the Contractor recipient.

NOTE: This Reporting requirement does not apply to payments made to the recipient's regular employees and contracts, subcontracts, and grants less than \$100,000.

REQUIRED CONTRACT PROVISION

CERTIFICATION - CONTRACTUAL SERVICES WITH A CURRENT LEGISLATOR OR A CURRENT LEGISLATOR'S FIRM

Please indicate below whether this contract is with a legislator or a firm in which a legislator is a member. The Contractor's signature on the Contractor's proposal supplies the necessary signature for this Certification.

Kansas Law, K.S.A. 46-239(c), requires this agency to report all contracts entered into with any legislator or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The Contractor certifies that:

If this contract is with a legislator, that legislator is:

Name: _____

Address: _____

(City)

(State)

(Zip Code)

Business Telephone: _____

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

REQUIRED CONTRACT PROVISION

CERTIFICATION - NONCOLLUSION AND HISTORY OF DEBARMENT

K.A.R. 36-30-4, 49 C.F.R. 29.335, 23 U.S.C. 112(c), 49 U.S.C. 322

Complete the exceptions below if applicable. The Contractor's signature on the Contractor's proposal supplies the necessary signature for this Certification.

NONCOLLUSION

I certify that the Contractor submitting this bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

HISTORY OF DEBARMENT

I certify that, except as noted below, the Contractor submitting this bid and any person associated with this Contractor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency within the past three years;
3. Do not have a proposed debarment pending;
4. Within the past three years, have not been convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

The exceptions, if any, are:
