



# LEE'S SUMMIT MISSOURI

## INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: June 7, 2019

TO: Key Purchasing Personnel

FROM: Purchasing Division

RE: EXTENSION of Contract for Discounted Workers Compensation  
Lee's Summit RFP 2012-084/7R

Vendor	CompAlliance Managed Care 6700 Antioch Road, Suite 460 Merriam, KS 66204
Phone & Fax	PH: 913.310.9800
Contact Person	Jim Weir
Ordering Instructions	<ul style="list-style-type: none"><li>○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.</li><li>○ Requisition must include each item as a separate line item.</li><li>○ Invoices will be paid against Lawson System Receiver and Purchase Order.</li></ul>
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	EXTENDED July 1, 2020 through June 30, 2021

cc: Bid File- Original memo  
Intranet



# LEE'S SUMMIT MISSOURI

## INTEROFFICE MEMORANDUM CONTRACT DOCUMENT

DATE: June 7, 2019

TO: Key Purchasing Personnel

FROM: Purchasing Division 

RE: Renewal Contract for - Discounted Workers Compensation  
Lee's Summit RFP 2012-084/7R

Vendor	CompAlliance Managed Care 6700 Antioch Road, Suite 460 Merriam, KS 66204
Phone & Fax	PH: 913.310.9800
Contact Person	Mike McTeer
Ordering Instructions	<ul style="list-style-type: none"><li>○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.</li><li>○ Requisition must include each item as a separate line item.</li><li>○ Invoices will be paid against Lawson System Receiver and Purchase Order.</li></ul>
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Pricing Sheet
Response Time	As specified
Effective Dates	July 1, 2019 through June 30, 2020

cc: Bid File- Original memo  
Intranet



# LEE'S SUMMIT MISSOURI

May 28, 2020

Mr. Jim Weir  
CompAlliance Managed Care  
6700 Antioch Rd, Suite 460  
Merriam, KS 66204

RE: Extension request for Contract 2012-084/7R  
Contract for Discounted Workers Compensation

Dear Mr. Weir:

The City of Lee's Summit is currently in the process of evaluating a new RFP for these services.

Per our email conversation on May 28, 2020, you stated that CompAlliance Managed Care would be willing to extend contract 2012-084/7R at the same fee schedule rate through June 30, 2021. The City of Lee's Summit would like to accept your verbal offer for the extension period stated above.

Your signature below will constitute extending contract 2012-084/7R at the same fee schedule rate through June 30, 2021.

Please sign and return this letter. If you have any questions/comments, please feel free to contact me at (816) 969-1087.

  
for Stephen Arbo  
1/28/20  
\_\_\_\_\_  
Stephen A. Arbo, City Manager Date

ATTESTED:   
\_\_\_\_\_  
Trisha Fowler Arcini  
Office of the City Clerk

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
David R. Whit  
Office of the City Attorney

\_\_\_\_\_  
CompAlliance  
Company Name  
  
\_\_\_\_\_  
Company Authorized Signature  
President Title May 28, 2020 Date  
\_\_\_\_\_  
James B Weir  
Type or Print the Name of Authorized Person





# LEE'S SUMMIT MISSOURI

## NOTICE TO PROCEED

June 7, 2019

Mr. Jim Weir  
CompAlliance Managed Care  
6700 Antioch Rd, Suite 460  
Merriam, KS 66204

Re: PROJECT NAME: Discounted Workers Compensation Medical Services  
RFP NUMBER: 2012-084  
AGREEMENT NUMBER: 2012-084/7R

Dear Mr. Weir:

I am pleased to inform you the above referenced contract has been renewed with your company. The contract period will be July 1, 2019 through June 30, 2020. This is the final renewal period.

A Purchase Order will be issued for requested work against this agreement. The Purchase Order number must be referenced on all invoices, delivery tickets, and all associated paperwork.

To ensure prompt payment, all invoices must be sent to Accounts Payable at [ap@cityofls.net](mailto:ap@cityofls.net), via fax at 816-969-1113, or by US Mail to Attention Accounts Payable, City of Lee's Summit, 220 S.E. Green Street, Lee's Summit, MO 64063. Payment will be made within 30 days after receipt of the invoice by the AP Department.

City staff looks forward to doing business with your company during this contract period. Please do not hesitate to contact me at 816-969-1087 with any questions or concerns.

Thank you,

  
DeeDee Tschirhart, CPPB  
Senior Procurement Officer

cc: Project File  
Accounts Payable

Procurement and Contract Services

220 SE Green Street | Lee's Summit, MO 64063 | P: 816.969.1080 | F: 816.969.1081 | [cityofls.net](http://cityofls.net)

This RENEWAL Agreement, made and entered into this 6<sup>th</sup> day of June 2019, by and between the City of Lee's Summit, Missouri, a Missouri Constitutional Charter City, by (hereinafter "City"), and CompAlliance, LLC, a corporation in the State of Kansas, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in Exhibit A; in consideration of the payment terms described in Exhibit B; subject to the Insurance Requirements described in Exhibit C; and subject to the General Conditions described in Exhibit D; and

WHEREAS, City desires to engage Service Provider to perform such services.

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

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 2012-084 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as Exhibit A; Payment Terms, attached hereto as Exhibit B; Insurance Requirements, attached hereto as Exhibit C; and General Conditions, attached hereto as Exhibit D. Where the terms of the RFP or the Proposal conflict with anything in Exhibits A, B, C or D, the terms of the Exhibits shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in Exhibit B. Service Provider agrees that the price for all line items outlined in Exhibit B shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. The term of this Renewal Agreement shall be from July 1, 2019 to June 30, 2020. This is the final renewal term option for this agreement.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

[Signature]  
Procurement Officer of Record

[Signature]  
Stephen A. Arbo, City Manager

6/6/19  
Date

CompAlliance, LLC  
Company Name

[Signature]  
Company Authorized Signature

President June 3, 2019  
Title Date

James B. Weber  
Type or Print the Name of Authorized Person

READ AND APPROVED:

ATTEST:  
[Signature]  
CITY CLERK

APPROVED AS TO FORM:

[Signature]  
Office of the City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

**1. CITY REQUIREMENTS.** The qualified Preferred Provider Organization (PPO) or Managed Care Organization (MCO) will confirm the availability of a network of qualified, professional medical care providers that includes, but is not necessarily limited to the following areas of care:

The required medical services are comprised of seven levels of care, including primary care occupational medicine, diagnostic testing, subspecialty physicians/surgeons, rehabilitation specialists, hospitals and prescription pharmaceuticals. The majority of services will be in the area of providing primary and standard follow-up care for occupational injuries.

Primary care includes the initial injury treatment for strains, sprains, contusions, minor lacerations, avulsions, fractures, removal of foreign material(s), evaluation of potential exposures to bloodborne pathogens, communicable diseases and/or hazardous chemical substances. Follow-up care would include standard wound care and monitoring through physician and/or nurse examinations to evaluate progress and ensure appropriate care of the injury. Services would include, but not be limited to functional capacity evaluations and independent medical evaluation/record reviews at the City's request.

Diagnostic testing would include the possibility of any protocol prescribed by a treating or subspecialty physician or surgeon. Standard testing includes, but is not limited to x-rays, magnetic resonance imaging (MRI), post-injury 10-screen non-NIDA substance testing, laboratory assessment, tracking, and medical review of confirmed positive screens; bloodborne pathogen exposure protocol including applicable post-exposure protocols, vaccinations and diagnostic antibody (titer) testing.

For work-related injuries requiring more complex treatment, involving complications, and/or high-tech specialty medical or surgical needs, subspecialty physicians and surgeons are required. When an injury has been complex or the employee becomes de-conditioned due to an extended period of recuperation, forms of physical rehabilitation are required. These would include, but not be limited to standard strength and flexibility conditioning, more assertive work hardening, and other forms of conditioning based on accepted rehabilitation services.

During fiscal year 2011, 78 medical/indemnity claims were filed. In approximately 8% of workers compensation injuries, treatment has historically been required in the form of emergency medical, surgical and/or outpatient services.

Prescription medications may be required during any phase of the medical treatment as determined appropriate by the treating physician. When appropriate generic alternatives are available, it is the City's requirement that providers of workers compensation medical services prescribe the generic medications unless specifically contraindicated by the specific case. Prescription medications are authorized in quantities required from appointment date to appointment date based on the prescribing physician's maximum dosage instructions.

Extraordinary and/or catastrophic cases may warrant the more intensive or personal interventions of a rehabilitation nurse case manager or vocational counselor to work directly with the employee in the field during subsequent treatments and appointments.

In the event that the City of Lee's Summit experiences a "catastrophic" claim, the cost of medical expenses exceeding \$200,000, the successful respondent will be required to perform additional services on behalf of the City. The successful respondent will attempt to negotiate "extended" discounts with each of the providers that have been involved in the catastrophic case. In the event of "catastrophic" experience as defined above, the City and the successful respondent will negotiate a scheduled fee percentage on a case-by-case basis.

EXHIBIT B  
Renewal Pricing  
2012-084/7R

**Cost Proposal**

**Section 7.0**

**Bill Review and PPO**

Percentage of Savings 25%

**Case Management**

CompResults will also offer 5 hours per month of free case management services. This can be used as telephonic and/or field case management at the City's discretion. CompResults will invoice this service at 1/10 hour increments. This is a \$5,280 per year value to the City of Lee's Summit.

**Case Management Services 5 hours/month No Charge**

Authorized time used beyond 5 hours/month will be invoiced at \$88.00/hour in 1/10<sup>th</sup> hour increments.

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

**CERTIFICATE OF INSURANCE.** The Consultant shall secure and maintain, throughout the duration of this contract, insurance of such types and in at least the amounts that are required herein. Consultant shall provide certificate(s) of insurance confirming the required protection on an ACORD 25 (or equivalent form). The City shall be notified by receipt of written notice from the insurer at least thirty (30) days prior to material modification or cancellation of any policy listed on the certificate(s). The City reserves the right to require formal copies of any Additional Insured endorsement, as well as the right to require completed copies of all insuring policies applicable to the project. The cost of such insurance shall be included in the Consultant's bid.

**NOTICE OF CLAIM.** The Consultant shall upon receipt of notice of any claim in connection with this contract promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. The Consultant shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in excess of \$10,000.00, whether or not such impairment came about as a result of this contract. If the City shall subsequently determine that the Consultant's aggregate limits of protection shall have been impaired or reduced to such extent that they are inadequate for the balance of the project, the Consultant shall, upon notice from the City, promptly reinstate the original limits of liability required hereunder and shall furnish evidence thereof to the City.

**INDUSTRY RATING.**

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

- Is licensed to do business in the State of Missouri;
- Carries a Best's policyholder rating of "A" or better;
- Carries at least a Class VII financial rating; OR
- Is a company mutually agreed upon by the City and the Consultant.

**SUB-CONSULTANT'S INSURANCE.** If any part of the contract is to be sublet, the Consultant shall either:

Cover all sub-consultant's in the Consultant's liability insurance policy or,

Require each sub-consultant not so covered to secure insurance in the minimum amounts required of the Consultant and submit such certificates to the City as outlined herein.

**SELF-INSURED RETENTIONS/DEDUCTIBLES.** Any Consultant that maintains a Self-Insured Retention or Deductible (in excess of \$50,000) must be declared on the Certificates provided the City such amounts shall be the sole responsibility of the Consultant. The City reserves the right to approve such self-insured retentions/deductibles and may require guarantees from the Consultant for such assumed limits.

**PROFESSIONAL LIABILITY:** Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000 including errors and/or omissions. (Procurement Officers are to include only when the service provided pertains to professional services such as: Architects, Engineers, CPAs, Land Surveying, Banking, Legal Services, Consulting Services, Financial Services, Medical or Health Services. If you are unsure, contact the City's Risk Manager for direction prior to issuance.)  
Approved by Legal-Risk Mgt-1/16/2014

**COMMERCIAL GENERAL LIABILITY POLICY**

Limits:

Each occurrence:	\$1,000,000
Personal & Advertising Injury:	\$1,000,000
Products/Completed Operations Aggregate:	\$1,000,000
General Aggregate:	\$1,000,000

Policy must include the following conditions:

- Bodily Injury and Property Damage
- Insured Contract's Contractual Liability
- Explosion, Collapse & Underground (if risk is present)
- Additional Insured: City of Lee's Summit, Missouri

**AUTOMOBILE LIABILITY.** Policy shall protect the Consultant against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

Any Auto; OR  
All Owned Autos; Hired Autos; and Non-Owned Autos

**Limits:**

Each Accident, Combined Single Limits,  
Bodily Injury and Property Damage: \$500,000

City of Lee's Summit, Missouri does NOT need to be named as additional insured on Automobile Liability

**WORKERS' COMPENSATION.** This insurance shall protect the Consultant against all claims under applicable state Workers' Compensation laws. The Consultant shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation law and contain a waiver of subrogation against the City. The policy limits shall not be less than the following:

Workers' Compensation:	Statutory
Employer's Liability:	
Bodily Injury by Accident:	\$100,000 Each Accident
Bodily Injury by Disease:	\$500,000 Policy Limit
Bodily Injury by Disease:	\$100,000 Each Employee

**GENERAL INSURANCE PROVISIONS**

- 1) The insurance limits outlined above represent the minimum coverage limit and do not infer or place a limit of liability of the Consultant nor has the City assessed the risk that may be applicable to the Consultant.
- 2) The Consultant's liability program will be Primary and any insurance maintained by the City (including self-insurance) will not contribute with the coverage maintained by the Consultant.
- 3) Coverage limits outlined above may be met by a combination of primary and excess liability insurance programs.
- 4) Any coverage provided on a Claims Made policy form must contain a 3-year tail option (extended reporting period) or the program must be maintained for 3-years subsequent to completion of the Contract.
- 5) Any failure on the part of the Consultant with any policy reporting provision shall not affect the coverage provided to the City.
- 6) When "City" is utilized, this includes its officers, employees and volunteers in respect to their duties for the City.

Before, entering into contract, the successful respondent shall furnish to the City of Lee's Summit Purchasing Office a Certificate of Insurance verifying all of the foregoing coverages and identifying the City of Lee's Summit as an "additional insured" on the general liability. This inclusion shall not make the City a partner or joint venture with the contract consultant in its operations hereunder.

Prior to any material change or cancellation, the City of Lee's Summit will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the City will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the City of Lee's Summit, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Personal/Advertising Injury  
Independent Contractors  
Additional Insured: City of Lee's Summit, Missouri

The certificate holder on the Certificate of Insurance shall be as follows:

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

The City of Lee's Summit does not need to be named as additional insured on any Auto Liability Insurance requirements.

**PART IV  
EXHIBIT D  
GENERAL CONDITIONS  
GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS  
City of Lee's Summit, MO**

1. **SCOPE:** The following terms and conditions, unless otherwise modified by the City of Lee's Summit within this document, shall govern the submission of proposals and subsequent contracts. The City of Lee's Summit reserves the right to reject any proposal that takes exception to these conditions.
2. **DEFINITIONS AS USED HEREIN:**
  - a. The term "request for qualifications" means a solicitation of a formal, sealed qualifications submittal.
  - b. The term "respondent" means the person, firm, corporation, or "contractor" or "service provider" or "seller" who submits a formal sealed qualifications submittal and who may enter into an agreement with the City to perform such services.
  - c. The term "City" means City of Lee's Summit, MO.
  - d. The term "City Council" means the governing body of the City of Lee's Summit, MO. The term "Board" means the governing body of the City of Lee's Summit Parks and Recreation Board. The term "Board Administrator" means the Parks and Recreation Board's department administrator.
  - e. The term "Service Provider" means the respondent awarded an agreement under this submittal.
  - f. The term "Unit cost", "Unit Price", or "Price" are reflective of those product items that are proposed for use in this contract. The proposed unit price shall be shown and such a price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item.
3. **COMPLETING SUBMITTAL:** All information must be legible. Any and all corrections and/or erasures must be initialed. Each submittal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the qualifications submittal submitted by the successful respondent of this RFQ will become a part of any contract award as a result of this solicitation.
4. **REQUEST FOR INFORMATION:** Any requests for clarification of additional information deemed necessary by any respondent to present a proper submittal shall be submitted via email to the Procurement Officer responsible for the project; or submitted in the questions section of the City's e-bidding system, referencing the RFQ number, a minimum of five (5) calendar days prior to the proposal submission date. Any request received after the above stated deadline will not be considered. All requests received prior to the above stated deadline will be responded to in writing by the City in the form of an addendum addressed to all prospective respondents.
5. **CONFIDENTIALITY OF SUBMITTAL INFORMATION:** Each submittal must be uploaded in the City's e-bidding system or as otherwise stipulated in the Request for Qualifications. All submittals and supporting documents will remain confidential until a final agreement has been executed. Information that discloses proprietary or financial information submitted in response to qualification statements will not become public information. This is in accordance with the Missouri Sunshine Law.
6. **SUBMISSION OF SUBMITTAL:** Submittals are to be uploaded into the City's e-bidding system or as otherwise stipulated in the Request for Qualifications prior to the date and time indicated on the cover sheet. At such time, all submittals received will be formally opened. The opening will consist of only the name and address recording of respondents.
7. **ADDENDA:** All changes, additions, modifications and/or clarifications in connection with this submittal will be issued by the City in the form of a Written Addendum. All addendums will be signed and uploaded with the submittal. Verbal responses and/or representations shall not be binding on the City.
8. **LATE SUBMITTALS AND MODIFICATION OR WITHDRAWALS:** A submittal may only be withdrawn by one of the following methods prior to the official closing date and time specified: 1. A submittal may be withdrawn by signed, written notice. 2. A submittal may also be withdrawn in person by the respondent or its authorized representative who provides proper identification. 3. A submittal may be withdrawn via email by the respondent or its authorized representative. A submittal may only be modified by one of the following methods prior to the official closing date and time specified: 1. A submittal may be modified by signed, written notice provided in a sealed envelope with the RFQ solicitation number, description and the word "modification" identified on the envelope. 2. A RFQ modification may also be submitted in person by the respondent or its authorized representative who provides proper identification and provides written notice in a sealed envelope with the RFQ solicitation number, description and the word "modification" identified on the envelope. All modifications shall not be opened until the official closing date and time to preserve the integrity of the RFQ solicitation process. Telephone, telegraphic or electronic requests to modify a RFQ solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFQ solicitation official closing date and time specified. Submittals received after the date and time indicated on the cover sheet shall not be considered. Submittals that are resubmitted or modified must be sealed and uploaded into Public Purchase or as otherwise stated in the Request for Qualifications prior to the submittal submission deadline. Each respondent may submit only one (1) response to this RFQ.
9. **BONDS:** When a Bond is required it shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)
10. **NEGOTIATION:** The City reserves the right to negotiate any and all elements of this submittal.
11. **TERMINATION:** Subject to the provisions below, any agreement derived from this Request For Qualifications may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said agreement may be extended upon written approval of the City until said work or services are completed and accepted.
  - a. **TERMINATION FOR CONVENIENCE:** In the event that the agreement is terminated or cancelled upon request and for the convenience of the City, without the required thirty (30) days advance written notice, then the City shall negotiate reasonable termination costs, if applicable.
  - b. **TERMINATION FOR CAUSE:** Termination by the City for cause, default or negligence on the part of the Service Provider shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

c. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the Service Provider shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

12. **TAX EXEMPT:** The City and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

13. **SAFETY:** All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

14. **RIGHTS RESERVED:** The City reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any submittal, and to make award to the respondent deemed to be most advantageous to the City.

15. **RESPONDENT PROHIBITED:** Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this submittal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the City.

16. **DISCLAIMER OF LIABILITY:** The City, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

17. **INDEMNITY AND HOLD HARMLESS:** Service Provider agrees to indemnify, release, defend, and forever hold harmless the City, its officers, agents, employees, and elected officials, each in their official and individual capacities, from and against all claims, demands, damages, loss or liabilities, including costs, expenses, and attorneys fees incurred in the defense of such claims, demands, damages, losses or liabilities, or incurred in the establishment of the right to indemnity hereunder, caused in whole or in part by Service Provider, his sub-contractors, employees or agents, and arising out of services performed by Service Provider, his subcontractors, employees or agents under this agreement to the extent permitted by the Constitution and the Laws of the State of Missouri.

18. **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri. Any dispute regarding this contractual agreement shall be decided by a Missouri Court.

19. **COMPLIANCE WITH APPLICABLE LAW:** Service Provider shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Service Provider's performance under this contract. Service Provider shall indemnify and hold the City harmless on account of any violations thereof relating to Service Provider's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws.

20. **ANTI-DISCRIMINATION CLAUSE:** No respondent on this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

21. **DOMESTIC PRODUCTS:** The City of Lee's Summit has adopted a formal written policy to encourage the purchase of products manufactured or produced in the United States (City of Lee's Summit Resolution No. 87-18, MO. State Statute No. 34.353, Section 3, (5)).

22. **CONFLICTS:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Federal conflict of interest regulations and applicable provisions of Sections 105.450 – 105.496 shall not be violated. Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this agreement. The Service Provider further covenants that in the performance of this contract no person having such interest shall be employed.

23. **DEBARMENT:** By submission of its response, the Service Provider certifies that neither it nor its principals is presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this response is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by an Federal Department, agency or provision of law. If the Service Provider is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

24. **FUND ALLOCATION:** Continuance of any resulting Agreement, Contract, or issuance of Purchase Orders is contingent upon the available funding and allocation of City funds. The Service Provider understands that the obligation of the City to pay for goods and/or services under the agreement is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the agreement constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the agreement shall be construed so as to give effect to such intent.

25. **FREIGHT/SHIPPING:** Freight/shipping shall be F.O.B. Destination whereby all transportation charges shall be paid by Service Provider.

26. **Davis Bacon Act:** The wages for any work utilizing this agreement in which federal funding is utilized shall comply with any and all applicable federal laws and/or requirements to include but not limited to the Davis Bacon Act.