



Clay County, Missouri

DEPARTMENT OF PURCHASING AND CONTRACT SERVICES

Administration Building
1 Courthouse Square ~ Liberty, MO 64068
PH (816) 407-3630 FX (816) 407-3601

Bid# 14-14, Communications Tower Compound ADDENDUM NO 005

Dear Vendor,

The original Invitation For Bid 14-14, Communications Tower Compound remains in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

Except as amended by this Addendum, all terms and conditions of the Bid remain unchanged.

The following change(s) to the above-referenced Bid have been made as designated below:

Mark Designation	Description
√	Change of specification(s)
√	Additional specification(s)
	Change of bid opening time and date
	Cancellation of bid
	Change of pricing page

The bidder is hereby notified that the following paragraphs within the IFB have been CHANGED/REVISED OR ADDED:

General Terms and Conditions

PARAGRAPH REVISED BY ADDENDUM #005

39. GENERAL GUARANTY AND WARRANTY:

The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and sub-contractors shall be new, *or if acceptable in accordance with subparagraph (a) through (e) below reconditioned/remanufactured to be "like new"*, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner."

SUBPARAGRAPHS ADDED BY ADDENDUM #005

- (a) *The contractor may provide reconditioned/remanufactured products that must be "like new"; however, the contractor must warrant that the products shall adhere to the mandatory requirements of the IFB.*
- (b) *The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to the County, (2) be fit and sufficient for the purpose expressed in the IFB, (3) be of good materials and workmanship, and (4) be free from defect.*
- (c) *The contractor shall warrant that the product(s) shall conform to the mandatory technical, functional and performance requirements described in this IFB, including Exhibits and Attachments thereto. The contractor shall also warrant that the product(s) shall perform and adhere to the contractor's published specification documentation, including user manuals, manufacturer's specification sheets, etc. regarding the products.*

- (d) *The contractor shall understand and agree that all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time, within one year, if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected or the contractor shall take immediate corrective action both to correct the deficiency/nonconformance and to prevent the recurrence of such deficiency/nonconformance. Such corrective action shall be taken by the contractor at no increase in contract price. Such corrective action shall apply to all items (to include repair parts) either in-process or final assembly.*
- (e) *Such warranty shall survive delivery and shall not be deemed waived either by reason of the County's acceptance of or payment for said equipment, supplies, and/or services.*

PARAGRAPHS ADDED TO GENERAL TERMS & CONDITIONS BY ADDENDUM #005

55. Breach of Contract and Contract Cancellation:

- (a) *In the event of material breach of the contractual obligations by the contractor, the Clay County Department of Purchasing and Contract Services (DP&CS) may cancel the contract. At its sole discretion, the DP&CS may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 business days from notification, or at a minimum the contractor must provide DP&CS within 10 business days from notification a written plan detailing how the contractor intends to cure the breach.*
- (b) *If the contractor fails to cure the breach or if circumstances demand immediate action, the DP&CS will issue a notice of cancellation terminating the contract immediately. If it is determined the DP&CS improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.*
- (c) *If the DP&CS cancels the contract for breach, the DP&CS shall have the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DP&CS deems appropriate and charge the contractor for any additional costs incurred thereby.*
- (d) *Notice of Default: In the event the contractor fails to cure the breach to the satisfaction of County within 10 days, or within the written cure plan as agreed to by the County, the County may elect to do all or any of the following:*
 - 1. *The County may elect to remedy the default by curing the default with department staff or contracting with another vendor to do the work in question. In this event, the contractor shall be invoiced the costs incurred by the County plus an additional fifty percent (50%).*
 - 2. *The County may immediately prohibit the contractor from having access to the property or conducting business on the property.*
 - 3. *The County Commission, after consideration of the default, may terminate the agreement. In this event, the contractor shall be required to immediately vacate the premises, shall not be entitled to any additional opportunities to remedy the default and shall not be entitled to any additional compensation.*

56. **Non-Appropriation of Funds:** *The contractor understands and agrees that funds required to fund the contract must be appropriated by the County Commission for each fiscal year included within the contract period. The contract shall not be binding upon the County for any period in which funds have not been appropriated, and the County shall not be liable for any costs associated with termination caused by lack of appropriations.*
57. **Liabilities:**
- (a) *The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence or willful misconduct involving any equipment, product, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save Clay County, including its entities, employees, and assignees, from every expense, liability, or payment arising out of such negligent or willful act. The contractor also agrees to hold Clay County, including its entities, employees, and assignees, harmless for any negligent or willful act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.*
 - (b) *The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Clay County, including its entities, employees, and assignees.*
 - (c) *Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the County for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.*
58. **Disclaimer of Liability:** *The County, or any County Offices/ Departments, shall not hold harmless or indemnify any vendor/contractor for any liability whatsoever.*
59. **Prevailing Wage:**
- (a) *The contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified at the following website: <http://labor.mo.gov/DLS/PrevailingWage>. The contractor must retain payroll records for five (5) years and make those records available for inspection by Clay County or the State of Missouri Department of Labor and Industrial Relations. The contractor must submit monthly certification of payroll records to the Clay County entity. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period stated on page 1.*
 - (b) *A determination by the State of Missouri Department of Labor and Industrial Relations of debarment for violation of the Prevailing Wage Act shall result in the contractor being automatically deemed non-responsible for the period of debarment without further proceedings by the County.*
 - (c) *For each renewal period, if any, exercised by the County, the contractor shall comply with Section 290.250 RSMo by paying, to all personnel employed for applicable services actually provided under the contract, not less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations, Division of Labor Standards, specified at the above aforementioned website.*
 - (d) *The above-stated prevailing wage requirements shall also apply to all subcontractors employed by the contractor to perform services under the contract.*

60. ***Prevailing Wage Price Adjustment:*** *The contractor shall be required to pay the current prevailing wage, which may be adjusted during the term of the agreement or renewal, with no adjustment in the agreement price. In the event the parties agree to renew the contracted services for additional periods, the labor prices stated in the RFP may be adjusted the then-current prevailing wage and such adjustment shall govern the agreement price during the renewal period. No adjustment shall be made to the amount of mark-up.*
61. ***Compliance with Applicable Law:*** *The contractor shall comply with all federal, state or local laws, resolutions, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, Immigration Reform and Control Act (IRCA), EEO and OSHA-type requirements which are applicable to the contractor's performance under this agreement. The contractor shall indemnify and hold the County harmless on account of any violations thereof relating to the contractor's performance under this agreement, including imposition of fines and penalties which result from the violation of such laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.*

If you have submitted a bid response and the information obtained in this Addendum NO 005 changes your bid response; you will need to resubmit your bid response. On the outside of your revised submittal, mark revised per Addendum NO 005.

ACKNOWLEDGEMENT:

Each bidder shall acknowledge receipt of this Addendum No. 005 of Bid No. 14-14, Communications Tower Compound by their signature affixed hereto, and shall attach this Addendum to the original Bid.

The specifications by virtue of this addendum become a permanent addition to the above referenced Bid. FAILURE TO RETURN THIS SIGNED ADDENDUM MAY RESULT IN REJECTION OF YOUR BID. The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original bid as modified by this and any previously issued Bid amendments.

The bidder agrees that the language of the original bid as modified by this and any previously issued bid amendments shall govern in the event of a conflict with his/her bid.

If you have any questions please contact Ethel Kitchell at EKitchell@claycountymo.gov or (816) 407- 3633.

CERTIFICATION BY BIDDER

SIGNATURE	_____
TITLE	_____
COMPANY	_____
DATE	_____