



# QUOTATION

QUOTE DATE *December 9, 2020*  
 QUOTE EXPIRES 30 days from bid date

FROM Austin Torrente

PROJECT **1427 E 125th Ter 108" Stormwater Sewer Rehabilitation - Olathe,KS**  
 BID DATE **12/9/2020**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	Rehabilitate interior of existing 108" CMP Stormwater Sewer Pipe with 3 inches of Storm Seal cementitious material via Centrifugally Cast Concrete Pipe technology.	105	LF	\$1,357.15	\$142,500.75
TOTAL					\$142,500.75

### Customer Responsibilities

- Provide water supply from fire hydrant for cleaning and material mixing operations.
- Provide access for our equipment to all locations as needed.
- Notification to any parties that maybe effected from rehabilitation process.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed.

**General Terms and Conditions** Also refer to IFB 17-4307 for additional terms and conditions.

### INCLUSIONS:

- Provide all labor, materials, tools, equipment and supervision necessary to perform work as shown on drawings, defined in specifications and as described herein.
- Cleaning and preparation of piping prior to lining.
- Filling holes rusted through pipe with Strong Seal Products as required.
- Reconstructing rusted out flow line of pipe with Strong Seal Products as required.
- Application of 3-inch minimum Strong Seal Storm Seal Mix to the interior of the pipe using a robotic rotating spin caster to insure a uniform monolithic liner that the proper thickness is applied.
- Application of cementitious material from rehabilitation lining to existing headwall and sloped wing walls that make up end section of pipe.
- Repair of existing penetrating pipe seal.
- Minimal traffic control.

### EXCLUSIONS:

- Mayer Specialty Services, LLC accepts no responsibility for damage that may occur because of pre-existing conditions.
- Heavy cleaning
- Sales Taxes
- Bypass Pumping
- Prevailing Wages/Davis-Bacon Wages

## ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED

**Authorized Signature** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

No retainage may be withheld out of contracts less than \$1,000.00

**Thank you for the opportunity to provide pricing**

**Mayer Specialty Services, LLC**

831 Industrial Rd / PO Box 469

Goddard, KS 67052

316-794-1165

316-794-2717



PRICE AGREEMENT/CONTRACT  
Renewal #2

Contract for: Manhole Lining Services

Contract Specialist: Shari Pine

Phone Number: 913-971-9005

Vendor Name/Number: Mayer Specialty Services, LLC

Address: 831 Industrial Road  
Goddard, KS 67052

Department: Public Works

Project Number: 17-4307

Council Approval: 12/01/20

Agenda Item: CA-O

Payment Terms: Net 30

Accepts City's P-card: ☐ Yes ☒ No

Agreement Number: 17-4307-02

Contract Period: 01/01/2021 - 12/31/2022

Contact: Todd Mayer

Phone: 316-794-1165

Fax: 316-794-2717

Contract Items:

**Mayer Specialty Services, LLC is the approved vendor for applying Zebron products.**

1	Total price per vertical foot - Resurfacing	Less than 1" corrosion	1	each	\$ 81.65
2	Total price per vertical foot - Resurfacing	1" to 2" corrosion	1	each	\$ 163.30
3	Total price per vertical foot - Resurfacing	2" and above corrosion	1	each	\$ 244.90
4	Total price per vertical foot - Manhole Lining		1	each	\$ 150.50
5	Total price per vertical foot - Cleaning		1	each	\$ 44.95
6	Mobilization Fee		1	each	\$ 0.00

Horizontal Pipe Lining			
Item	Pipe Size	Liner Thickness	Price Per LF
1	30"	1	\$175.07
2	36"	1	\$210.08
3	42"	1	\$245.09
4	48"	1	\$280.10
5	54"	1.5	\$420.16
6	60"	1.5	\$466.84
7	66"	1.5	\$513.52
8	72"	2	\$700.26
9	78"	2	\$758.62
10	84"	2.5	\$980.37
11	90"	2.5	\$1,050.39
12	96"	2.5	\$1,120.42
13	102"	3	\$1,388.85
14	108"	3	\$1,470.55
15	114"	3.5	\$1,773.99
16	120"	3.5	\$1,867.36
Horizontal Flowline Repair			
Item	Quantity	Unit	Cost
17	1	Pumped Cubic Feet	\$81.50

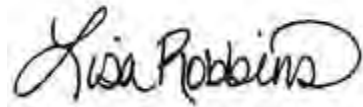
THE CITY OF OLATHE, KANSAS, acting through its City Council, contracts with the vendor named above to supply the goods or services listed in this document, as needed and as requested. The City shall have no financial obligation with this agreement until an order is been placed. The Procurement Manager of the City of Olathe, Kansas, shall be the sole judge of the fulfillment of this contract. Upon any breach of this contract, the Procurement Manager shall have the option to declare this contract void. All modifications to this contract must be in writing and signed by the City's Procurement Manager.

All special conditions, detailed specifications, pricing, terms, and conditions of 17-4307 apply to this price agreement. It is agreed that goods and services delivered must comply with all federal, state, or local laws, and that the contractor shall defend actions or claims brought and hold harmless the City of Olathe from loss, cost, or damage.

All prices shall be F.O.B. delivery point, unless otherwise indicated. All delivery costs, surcharges, handling, and other charges must be disclosed in writing in the contractor's solicitation response 17-4307. The City will not pay additional surcharges without 30-day prior notification and approval of Procurement Manager. Payment will be made upon completion of delivery of goods or services purchased and submission of invoices to the Accounts Payable Division at [apolathe@olatheks.org](mailto:apolathe@olatheks.org), or FAX 913-971-8719

**City of Olathe - Kansas Tax Exemption Number: KS6XLFHVA1 Expiration Date: October 1, 2024**

CITY OF OLATHE

A handwritten signature in black ink that reads "Lisa Robbins". The signature is fluid and cursive, with the first name "Lisa" and last name "Robbins" clearly distinguishable.

Lisa Robbins, CPPB  
Senior Procurement Specialist

Date: 12/15/2020



City of Olathe  
Procurement Division  
PO Box 768  
Olathe, KS 66051-0768  
913-971-9005  
spine@olatheks.org

### **BID ADDENDUM**

Date: December 4, 2017  
Bid No.: 17-4307  
Addendum No.: 1  
Commodity: Manhole Lining

### **BID CLOSING DATE AND TIME HAS CHANGED: DECEMBER 7, 2017 at 11:00 AM**

Bidders must acknowledge receipt of this addendum in their bid submission. All other specifications, terms and conditions in the Invitation for Bid remain the same.

#### **CITY OF OLATHE**

Shari Pine, CPPO, CPPB, CPM  
913-971-9005

Bidder's Name: Mayer Specialty Services, LLC

By: Todd Mayer  
Todd Mayer -President



CITY OF OLATHE, KANSAS  
PROCUREMENT DIVISION  
CITY HALL  
100 E. SANTA FE  
OLATHE, KANSAS 66061

## **INVITATION FOR BID**

### **Manhole Lining Services**

Date of Issuance: **November 18, 2017**

Bid Number: **IFB-17-4307**

Response Deadline Date: **December 5, 2017**

Time: **10:00 A.M.**

Questions regarding this invitation should be directed to [www.publicpurchase.com](http://www.publicpurchase.com)  
**The deadline for receipt of questions from bidders is close of business on November 29, 2017.**

Bids must be received electronically by the date and time indicated at [www.publicpurchase.com](http://www.publicpurchase.com)  
Bids will be opened at Public Works, 1385 S Robinson Dr., Olathe, KS 66061

#### **HOW TO COMPLETE THIS DOCUMENT:**

1. Save this document onto your computer
2. Use the 'Tab' key to navigate through this document and complete the required fields; fields will expand automatically
3. Attach the completed document to your electronic bid submittal
4. Enter your pricing directly on the website, [www.publicpurchase.com](http://www.publicpurchase.com)

☒ Supplier is submitting a firm bid which is not revocable for ninety (90) days.

☐ Supplier is not submitting because \_\_\_\_\_

Bidder's Name: Todd Mayer

Phone No.: 316-794-1165

Company Name: Mayer Specialty Services, LLC

Fax No.: 316-794-2717

Address: 831 Industrial Rd.

Email: todd@mayerllc.com

City, State, Zip: Goddard, KS 67052

**CITY OF OLATHE**  
**IFB-17-4307**  
**Manhole Lining**

**INTENT**

The intent of this invitation for bids is to contract with vendors who can provide services for cleaning, repairing/resurfacing and lining sewer manholes. Work will include cleaning the area to be lined, repairing and resurfacing areas if necessary and applying the lining product. City of Olathe approved polyurethane sewer manhole lining products are Zebron and Raven Lining Systems, Inc. The City intends to award to one vendor for each material. The awarded vendor must be manufacturer-certified for product application.

**RESPONSE DOCUMENTS**

The following documents must be downloaded, completed, and uploaded to [www.publicpurchase.com](http://www.publicpurchase.com) to provide a complete bid response package:

- Affidavit, signed and notarized
- IFB document, all response fields completed
- References
- Warranty

*All pricing must be entered online at [www.publicpurchase.com](http://www.publicpurchase.com)*

All contractors awarded a contract in the amount of \$25,000 or higher are required to submit a completed Questionnaire of Personnel Practices and/or current Certificate issued by the City of Olathe.

**PRICING**

Bidder proposes to furnish and deliver items ordered from this bid F.O.B. Olathe, Kansas. Bidder signifies that they have read all bid documents and are providing detailed, expressed warranties with this bid. It shall be unacceptable for any bidder to make the statement "see specifications" or to submit manufacturer's literature instead of listing all exceptions and additions in the specifications of this bid documents. **Pricing shall include all materials, labor and incidentals to complete the work.**

Bidders shall enter unit pricing on [www.publicpurchase.com](http://www.publicpurchase.com) where indicated. Specific response instructions are provided on the website under "Bid Response Instructions." Failure to provide any requested information may result in rejection of your bid.

**CERTIFICATE OF GOOD STANDING:** All contractors awarded a contract in the amount of \$25,000 or higher are required to submit a current Kansas Certificate of Good Standing to the City with a valid verification code, upon award of contract. The Certificate is issued by the Kansas Secretary of State's Office and affirms that a business has complied with the applicable provisions of the laws of the State of Kansas, is in good standing, and authorized to transact business or to conduct affairs within this state. Access the Secretary of State website (<https://www.getincnow.com/Kansas-Good-Standing-Certificate.php>) for information.

Enter your pricing directly on the Public Purchase website at [www.publicpurchase.com](http://www.publicpurchase.com). Be sure to include price in each of the available fields for the item. Failure to provide any requested information may result in rejection of your bid.

Failure to provide any requested information may result in rejection of your bid.

**EVALUATION CRITERIA**

The award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, past experience providing like work, proposed completion time, past vendor performance, quality of product, payment terms, references, and in the best interest of the City of Olathe, all factors being considered. The City reserves the right to award this bid in whole or in part.

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**Manhole Lining**

**CITY ORDINANCE #3.50.140 - LOCAL PREFERENCE STANDARDS**

For supplies, materials, and equipment acquired through bids, where an award is to be made to the lowest responsive and responsible bidder, a bid from a local business may be selected over the lowest responsive and responsible bid only if:

- A. The bid from the local business is responsive and responsible;
- B. The quality, suitability, and usability of the supplies, materials, and/or equipment are equal to that of the lowest responsive bidder; and
- C. The amount of the bid of the local business does not vary more than two percent (2%) and does not exceed Five Thousand Dollars (\$5,000) above the amount of the lowest responsive bid. Such variance shall be calculated based on the total contract price.

The local preference described in this Section shall not apply to bids in which federal funds or other governmental funds are used when the use of such funds prohibits the application of local preference policies.

**ESTIMATED QUANTITIES**

The City of Olathe has identified 364 manholes that need repair over the next two-year period. The successful contractor(s) shall deliver only the quantities that are ordered on an as needed basis, and the contract shall be binding only for the actual quantities ordered during the contract period. If a discrepancy occurs in pricing, the unit price shall prevail for actual quantities ordered and delivered. The City reserves the right to reject any bid due to excessive minimum order requirements.

**CONTRACT TERM**

The initial term of this contract will be for two (2) year from date of award. The City reserves the right to extend the contract under the same terms and conditions for additional contract periods from date of expiration, provided such extensions are mutually agreeable to the City and the contractor. Prices quoted must be firm for an initial (12) month period. If funds are no longer available to support continuation of the contract, the contract shall be cancelled at the discretion of the City.

A price agreement will be issued to the successful vendor(s) by the Procurement Manager, which will authorize City personnel to place orders. All invoices must indicate the date and time of pickup and be signed by the driver pickup up the material.

**ESCALATION/DE-ESCALATION CLAUSE**

In the event prevailing market conditions warrant an adjustment in contract pricing, refer to Item 39 of the Instructions to Bidders.

**COOPERATIVE PURCHASING BY OTHER INSTITUTIONS UNDER THIS CONTRACT**

If the City of Olathe awarded you the proposed Contract, you hereby agree to sell, under the prices and terms of this Contract, to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in an affiliated chapter of the National Institute of Governmental Purchasing (NIGP) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligations on the part of any member of such chapter to utilize this Contract).

(Check One) Yes ☒ No ☐ Minimum order if, applicable \$ 10,000.00

Pricing for cooperative purchases will remain in effect through 6/7/2018

**INVOICING**

All invoices submitted for payment must be completely itemized to include a detailed breakdown of all items. Invoices must not exceed original estimate unless prior authorization has been given by the department supervisor or their designee. The invoice shall be mailed to the attention of Accounts Payable, PO Box 768, Olathe KS 66051-0768 or emailed to: [apolathe@olatheks.org](mailto:apolathe@olatheks.org).

**PAYMENT TERMS**

☒ Net 30 days ☐ Other: \_\_\_\_\_

Will your company accept the City's VISA P-Card for payment without additional cost? Yes \_\_\_\_\_ No: ☒

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**INSURANCE REQUIREMENTS**

**A. Contractor shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Contractor's proposal.**

**B. Coverages and minimum limits.**

1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2 million.
2. Business Auto Coverage: (*Owned, hired and non-owned autos*) \$1,000,000 per occurrence limit.
3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$500,000/\$500,000/\$500,000. When workers compensation insurance policy is applicable "other states" coverage is required.
4. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
5. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the CITY assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The contractor's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess and not contribute with the coverage maintained by contractor.

**C. Additional Insured.** The City shall be listed by ISO endorsement or its equivalent as additional insureds for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**D. Verification of Coverage.**

1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations.
2. Evidence of Property Insurance confirming the Builder's Risk policy, listing CITY as named insured and loss payee.
3. The insurance coverages are to be provided by Kansas admitted insurance companies with a Best's rating of at least A-: VII. Those not admitted must be approved by City.
4. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of the Contractor. The City may require written guarantees for payment procedures of self-insured losses and related investigations, claims administration and cost of defense.
5. The commercial general liability policy shall not contain an endorsement excluding contractual or completed operations liability.
6. When any of the foregoing insurance coverages are required to remain in force after final payment, an additional certificate with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
7. Any coverage provided by a Claims-Made form policy must contain a three year tail option, extended reporting period, or must be maintained for three years post contract.

**E. Cancellation.** Each insurance policy required by this clause shall not be suspended, voided, or canceled by either party; except after thirty (30) days' written notice has been given to the City.

**F. Subcontractors.** All coverages for subcontractors shall be subject to all of the requirements stated herein.

**INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless City from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from



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**Manhole Lining**

performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor.

Comply:☒ Exception:\_\_\_\_\_

**GENERAL SPECIFICATIONS**

This section covers the minimum specifications for cleaning, resurfacing and lining sewer manholes. The City of Olathe has approved Zebron and Raven Lining Systems, Inc. for use in City manholes. The City of Olathe reserves the right to determine the product best suited to each manhole based on vendor availability, the amount of repair/resurfacing necessary and/or cure times of the product. City staff will solicit quotes from awarded contractors prior to scheduling lining services.

The work shall consist of preparing all interior concrete surfaces and the base of the sewer manhole for the application of the lining product.

The contractor shall furnish all labor, materials and equipment necessary for the preparation of surfaces, application of lining, safety procedures, protection of existing surfaces and equipment and clean-up.

At the option of the City, the contractor shall demonstrate the material on a sample area, which is representative of a job site application. When approved, the sample area shall serve as a standard for all further work.

The contractor shall perform all cleaning, repair/resurfacing and lining according to the technical specifications of the products to be used for the lining.

The work shall be performed by workers approved by the product manufacturer as trained and experienced with the specified material. The equipment used shall be in good working order to ensure correct application according to product specifications.

During application, the contractor shall take wet gauge film thickness readings as required to ensure lining thickness is a minimum of 120 mil. The polyurethane lining shall be uniform in color, fully cured and free of pinholes, surface imperfections and blisters. All areas deemed unacceptable by City staff shall be removed and relined.

The cured polyurethane lining shall be spark tested for pinholes with a spark tester set at 15,000 volts minimum. All pinholes shall be repaired as specified.

Application of the lining shall not occur if the work area is exposed to inclement weather such as rain, fog or high winds. It is the contractor's responsibility to insure protection of the work area for the above-mentioned conditions.

Sewer lining work is not considered complete until visually inspected and accepted by the City of Olathe.

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AFFIDAVIT

STATE OF Kansas )

) SS.

COUNTY OF Sedgwick )

Todd Mayer of the City of Goddard,  
(Name of Individual)

County of Sedgwick, State of Kansas,  
being duly sworn on her or his oath, states;

1. That I am the President (Title) of Mayer Specialty Services, LLC (Firm Name),  
and have been authorized by said firm to make this affidavit on its behalf;
2. (Check the box the applies)  
☒ No officer, agent or employee of the City of Olathe, Kansas is financially interested, directly or indirectly, in what firm is offering to sell to the City pursuant to any solicitation issued by the City of Olathe;  
OR  
☐ The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);
3. (Check the box that applies)  
☒ If firm were awarded any contract, job work, or service for the City of Olathe, Kansas, no officer, agent or employee of the City would be financially interested in or receive any benefit from the profit or payments of such;  
OR  
☐ The following officer(s), agent(s), or employee(s) of the City of Olathe would be financially interested in or receive a benefit from the profit or payments of any contract, job work, or service provided to the City of Olathe: (list all such officers, agents, or City employees on a separate sheet);
4. Firm has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response any solicitation issued by the City of Olathe.

<u>Mayer Specialty Services, LLC</u>	(Firm Name)	Federal Tax ID # <u>43-1924521</u>
By: <u>Todd Mayer</u>	(Signature)	Subscribed and sworn before me this <u>16<sup>th</sup></u> day of
<u>Todd Mayer</u>	(Printed Name)	<u>December</u> 20 <u>17</u>
<u>President</u>	(Title)	<u>Ashley L. Moseley</u>
Mailing Address <u>PO Box 469</u>		NOTARY PUBLIC in and for the
City, State, Zip <u>Goddard, KS 67052</u>		County of <u>Sedgwick</u>
Code <u>Goddard, KS 67052</u>		State of <u>Kansas</u>
Phone <u>316-794-1165</u> Fax <u>316-794-2717</u>		My commission expires: <u>04/05/2020</u>
Email <u>Todd@mayerllc.com</u>		SEAL

IMPORTANT NOTE: All bid and RFP submittals must include a completed, NOTARIZED affidavit form. Failure to do so can result in the rejection of your bid or proposal. Scan the completed, notarized affidavit and upload with your bid submittal.



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**REFERENCES**

Bidders are required to complete the information requested below. Failure to complete this information may result in the rejection of your bid. (Use your 'Tab' key to navigate through the fields; field will expand as you type.)

1. How many years has your firm been in business? 16 years
2. How long has your company provided the items as described in the bid? 13 years
3. List at least three (3) contracts that your company has held in the past five (5) years (list company name, address, phone/fax number, and a contact person with e-mail address), in which you provided the items as described in this bid.
  - A. City of Garden City -Ed Borgman  
PO Box 998  
Garden City, KS 67846-0998  
620-276-1280
  - B. City of Salina -Monty Hole  
300 West Ash  
Salina, KS 67401  
785-826-7315
  - C. Conway Corporation -Keith Cates  
800 S. Harkrider  
Conway, AR 72032  
501-472-3835
  - D. \_\_\_\_\_
  - E. \_\_\_\_\_

Name of Bidder: Mayer Specialty Services, LLC

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**IFB-17-4307**  
**Manhole Lining**

**CITY OF OLATHE, KANSAS**  
**PROCUREMENT DIVISION**

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**  
(Revised 03-13)

1. **SCOPE:** These instructions to bidders and general conditions apply to solicitations for material, equipment, supplies or services with an estimated single or combined cost of \$5,000 or more. These conditions shall be in force unless otherwise modified by the City in this bid document. Bidders shall be advised that the City of Olathe is not responsible for the content of any bid package received through any 3<sup>rd</sup> party bid service other than [www.PublicPurchase.com](http://www.PublicPurchase.com). It is the sole responsibility of the vendor to ensure the completeness of the documents received from any 3<sup>rd</sup> party source other than [www.PublicPurchase.com](http://www.PublicPurchase.com).
2. **DEFINITIONS (AS USED HEREIN):**
  - a. The term "Invitation For Bid" means a solicitation of formal sealed bids with a combined or single unit value \$25,000 and over. The acronym "IFB" means Invitation For Bid.
  - b. The term "Quick Quote" means a solicitation of informal bids with a combined or single unit value between \$5,000 and \$24,999. The acronym "QQ" means Quick Quote.
  - b. The term "bid" means the offer by the bidder.
  - c. The term "bidder" means the person or organization responding to the solicitation.
  - d. The term "contractor" means a person or organization who is the successful bidder and who enters into a contract with the City.
  - e. The term "change order" means a written order from the Procurement Manager directing the contractor to make changes to a contract.
  - f. The term "City" means the City of Olathe, Kansas.
  - g. The term "City Council" means the governing body of the City of Olathe.
3. **PREPARATION OF BIDS:** Bidders shall review the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.

Each bidder shall furnish the information required in the solicitation. The bidder shall provide their name, address, e-mail address, and telephone number where indicated in the affidavit of the solicitation documents. The affidavit must be signed by an officer or employee having the authority to bind the company or organization by his/her signature, notarized, and uploaded with bid response on [PublicPurchase.com](http://PublicPurchase.com).

Unit price for each unit offered must be provided. The unit price will be presumed correct.

The bidder must state a definite time for delivery of supplies or performance of services.
4. **SUBMITTING A BID:** Bids must be received electronically in the sealed lockbox at [PublicPurchase.com](http://PublicPurchase.com) BEFORE the time of opening indicated in the solicitation. All references to time shall be Olathe, Kansas time (Central time zone). Hard copy (paper) bids will not be accepted. Late bids will be rejected. Any exceptions or additional information required on a solicitation will be noted in the bid documents. Failure to provide any requested information or to follow these procedures may result in the rejection of your bid.
5. **BID DOCUMENT MISTAKES:** (Kansas Statutes K.S.A. 75-6901 through 75-6906). The bidder shall not be allowed to modify or correct mistakes in the bid document after the opening of the bid. Failure to complete the entire bid accurately may result in declaring the bid as non-responsive and the bid may be rejected.

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Bids may not be withdrawn after the bid opening time and date if a bid mistake is based upon an error in judgment. If a nonjudgmental mistake, such as a math error, is suspected by the City or the bidder, the bidder shall respond within two (2) business days of the bid opening with a request for the City to consider verification of the mistake. Once a bid has been verified, it shall be considered submitted as verified. The City shall permit a bidder to withdraw its bid without penalty or forfeiture of bid security if: (a) a nonjudgmental mistake is evident on the face of the bid, or (b) the bidder establishes by clear and convincing evidence that a nonjudgmental mistake was made.

If multiple bids are received from the same vendor, the City will either consider only one of the bids from that vendor, or reject all bids from that vendor, at the sole discretion of the City.

6. **ACCEPTANCE OF OFFER:** The submitted bid is considered an offer on the part of the bidder; such offer is deemed accepted upon issuance by the City of a Purchase Order, Price Agreement, or other contractual document.
7. **FIRM PRICES:** By submitting the bid, bidder signifies that the prices, terms and conditions quoted in their bid will be firm for acceptance for a period of not less than ninety (90) days from the bid opening date unless otherwise specified in the solicitation. Prices quoted must remain firm for the period of performance of any resulting purchase order or contract to be performed over a specified period of time as indicated in the solicitation.
8. **CONTRACT RENEWAL:** The City reserves the right to renew any contract resulting from this solicitation at the same prices, specifications, terms and conditions, upon mutual agreement between the City and the contractor.
9. **ESTIMATED QUANTITIES:** Whenever a bid requests prices to be firm for a period of performance, the quantities or usages shown are estimated only with no guarantee made by the City. The quantities are for the bidder's information only, and the City will be bound only for actual quantities ordered.
10. **DISCOUNTS:** Cash discounts will be considered in determining the award. Unless otherwise indicated in the IFB, discounts offering 10 days or more will be taken by the City's Accounts Payable Division, with payment made on the nearest pay period after receipt, inspection and acceptance of articles, and receipt of correct invoice(s).
11. **SAMPLES:** Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, samples may be returned at the bidder's expense unless otherwise indicated in the solicitation.
12. **AWARD:** Award will be made to the lowest most responsive and responsible bidder, which will be judged on the basis of price, conformance to specifications, quality, delivery time, references, payment terms, and in the best interest of the City of Olathe, all factors being considered.

The City reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the solicitation.

The City reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or any other combination that is in the best interest of the City unless otherwise specified.

Conditional bids are subject to rejection in whole or in part at the sole discretion of the City.

No order or contract resulting from this solicitation may be assigned, transferred, or delegated to another party without written approval of the Procurement Manager of the City.

13. **BRAND NAMES:** If brand names, make, name of any manufacturer, trade name, or vendor catalog number are specified in these bid documents, it is for the purpose of establishing a grade or quality of material only. When the City does not wish to rule out other brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the bidder's responsibility to identify such product in their bid and prove to the City that the product is equal to or better than the product specified. Unless otherwise indicated, evidence in the form of samples may be requested if the proposed brand is other than that specified by the City. Such samples are to be furnished as specified in the solicitation or upon request of the City. Any samples requested by the City must be received by the City no later than four (4) days after formal request is made.
14. **VARIATIONS OF SPECIFICATIONS:** For purposes of evaluation, bidder must indicate any variances from any provision, specification, or condition stated in this solicitation, no matter how slight. If bidder does not indicate any variations, it will be assumed that the product or service fully complies with the provisions, specifications, or

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conditions as stated. If satisfactory bids are not received, the City reserves the right to consider alternate bids containing deviations from stated specifications.

15. **QUALITY:** Unless otherwise identified in the solicitation, all materials used in the manufacture or construction of supplies, materials or equipment covered by this solicitation shall be new. The items bid must be the latest make or model in current production, as offered to commercial trade, and of the highest quality material and workmanship. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.
16. **ECO-FRIENDLY (GREEN) PRODUCTS:** The City of Olathe supports the use of products that are ecologically friendly to the environment. Bidders are urged to include information with their bid submittal that describes the human health and environmental impact of products proposed. This eco-friendly approach takes into account, but is not limited to, waste production, energy and water use, greenhouse gas emissions, indoor air quality, recycled and reused content and packaging, and the presences of hazardous substances. Prime consideration will be given to these eco-friendly products when compared to mainstream products in cost and packaging.
17. **MATERIAL SAFETY DATA SHEET (MSDS):** It is mandatory for a manufacturer, supplier, or distributor of hazardous material to supply an MSDS as required by 29CFR 1910.1200 with the first shipment. Any time the content of an MSDS is revised, the vendor is required to provide a new MSDS to the City.
18. **ACCEPTANCE OF MATERIAL:** The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and is accepted by the City. It must comply with the terms of this IFB, and fully comply with specifications, and be of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the contractor and return product to contractor at the contractor's expense.
19. **CODES AND REGULATIONS:** All products supplied and work performed within the scope of this request shall be supplied by the successful bidder to all applicable current prevailing codes and regulations.
20. **DELIVERY:** Bidders must indicate the number of calendar days required to make delivery after receipt of a purchase order. Delivery time may be considered in making an award. The City reserves the right to cancel any order, or any part of that order, without obligation if delivery is not made within the time(s) specified on the bid form.

The City may grant additional time for delivery if the City is satisfied the delay is beyond the control of the vendor. Any request for time extension must be in writing and approved by the City's authorized representative.

All deliveries are to be FOB Destination to the location listed on the purchase order or price agreement unless otherwise specified. Bidders may be requested to provide separate pricing for delivery of all items in this solicitation.

21. **THIRD PARTY FREIGHT SERVICE:** The City of Olathe may, at its discretion, use a third party freight service to arrange for delivery of the goods ordered as a result of this solicitation. In this case, the freight terms will be FOB Destination/Third Party Prepaid.
22. **PRICE CHANGES ON CONTRACTS:** If this solicitation is for an estimated quantity of supplies, consideration in awarding bid for yearly contracts will be given:
  - First to bidder offering firm prices for full contract period; and
  - Second to bidder offering firm prices subject to market price adjustment.
23. **COPYRIGHT OR PATENT RIGHTS:** By submitting the bid, bidder signifies that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of the bid, and bidder agrees to hold the City harmless from any and all liability, loss, or expense caused by any such violation.
24. **CONFLICT OF INTEREST:** The contractor, by signing the affidavit form in the solicitation or by acceptance of any purchase order resulting from this solicitation, certifies that to the best of their knowledge or belief, no elected or appointed official of the City is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order or in the contract.
25. **TAXES:** The City of Olathe is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request; Kansas Tax Exempt No. KS6XLFHVA1, exp 11/01/2014.

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26. **MANUFACTURER'S CERTIFICATION:** The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide any requested certification may result in rejection of bid or termination of contract for which the bidder must bear full liability.
27. **PERSONNEL PRACTICES:** Successful bidder must comply with K.S.A., 44-1030 et. seq. mandatory provisions of the Kansas Acts Against Discrimination as applied to state and local government contracts, which: (1) prohibits discrimination against any person in the performance of work under this contract because of race, religion, color, sex, national origin or ancestry; (2) requires solicitations or advertisements for employees to include the phrase "equal opportunity employer"; and (3) allows the City to terminate their contract for default if provisions of the act are violated.

Chapter 2.44 of the Olathe Municipal Code also prohibits discrimination against individuals in the performance of this contract as a matter of concern to the City, since such discrimination threatens not only the rights and privileges of the inhabitants of the City, but menaces the institutions and foundations of a free democratic state. The affirmative action program is designed to insure a good faith effort will be made to employ applicants and to treat employees during employment equally without regard to race, color, creed or religion, physical handicap, national origin or sex.

All bidders who are awarded a contract of \$25,000 or more are required to complete a Questionnaire of Personnel Practices for the City's Office of Fair Housing and Equal Opportunity, 200 West Santa Fe, Olathe KS 66061, 913-971-6493. Form must be completed and approved by the FHEO before contract for goods or services is in effect. Approved vendors will be issued a certification number by FHEO. Certification must be renewed annually. The Questionnaire must be completed as a part of the vendor registration process on [www.PublicPurchase.com](http://www.PublicPurchase.com).

The City of Olathe actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The contractor shall establish appropriate procedures and controls so no services or products in response to this IFB will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

28. **TERMINATION:** Subject to the following provisions, any contract resulting from this solicitation may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service is in progress but not completed as of the date of termination, then said contract may be extended upon written approval of the City until said work or services are completed and accepted. Types of termination include:
1. **Termination for Convenience**  
In the event that the contract 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.
  2. **Termination for Cause**  
Termination by the City for cause, default or negligence on the part of the contractor 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.
  3. **Termination Due to Unavailability of Funds**  
When funds are not appropriated or otherwise made available to support continuation of performance, the contract shall be cancelled at the discretion of the City.
29. **W-9 REQUIREMENT:** The City of Olathe requires a Form W-9 (Request for Taxpayer Identification Number and Certification), updated annually, from all contractors that do business with the City of Olathe. The Form W-9 verifies the Tax Identification Number of the contractor so the City can correctly report to the IRS all funds paid to the contractor. A W-9 Form must be completed as a part of the vendor registration process on [www.PublicPurchase.com](http://www.PublicPurchase.com). Form W-9 can also be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Payment shall not be made to contractor without a current W-9 form being filed with the City of Olathe.

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30. **DEFAULT OF CONTRACT:** In case of default by the contractor, the City may procure the items or services from other sources and hold the contractor responsible for any excess costs caused by such procurement. Failure of a bidder to furnish the equipment, supplies, material, and/or services as specified is cause for elimination of the bidder from the active bidder's list for the products or services concerned.
31. **BID BOND:** If required in this solicitation, bidders shall include a bid guarantee in the form of a bid bond, certified check, cashier's check in the amount of five percent (5%) of the base bid, payable without condition to the City of Olathe. Personal or company checks are not acceptable. Bidders may submit an electronic bid bond using Surety 2000; registration information is available at [www.publicpurchase.com](http://www.publicpurchase.com). The bid bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Failure to include a bid bond or bid guarantee request with your bid submittal may be cause for rejection of your bid. Bid guarantees (submitted by certified or cashier's checks) will be returned to unsuccessful bidders when the successful bidder is determined and the contract is executed.
32. **PERFORMANCE BOND:** At the discretion of the Procurement Manager, a performance bond may be required under the contract resulting from this solicitation. Such bond must be of a type and amount suitable for the nature of the commodity or services purchased and the dollar amount of the contract as indicated in this solicitation. The performance bond shall be for the duration of the contract, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law. Performance bond shall be accompanied by a power of attorney showing the authority of the person executing the bond on behalf of the surety company. Bond forms must be executed with a surety company licensed to do business in the State of Kansas. The cost of the bond shall be included in the bidder's offer.
33. **MODIFICATIONS FOR CHANGES:** No agreement or understanding to modify this solicitation and resultant purchase orders or contract shall be binding upon the City unless made in writing by the Procurement Manager of the City of Olathe.
34. **ORDER OF PRECEDENCE:** In the event of an inconsistency between provisions of the solicitation, the inconsistency will be resolved in the following order: (a) the schedule; (b) Instructions to Bidders and General Conditions; (c) special provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, (e) the specifications.
35. **WARRANTY:** Supplies or services furnished as a result of this solicitation shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other clause of this bid. The City reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid.
36. **PURCHASING CARDS:** The City of Olathe has implemented a procurement card program to streamline its purchasing process and to expedite payments to its suppliers. We encourage your acceptance of the City's VISA P-card. Payments made to the successful bidder of this solicitation process will, if at all possible, be by use of a VISA Purchasing Card.
37. **PAYMENT:** Payment for materials or services received under this contract will be made upon completion of delivery for each purchase order and submission of invoice to the Accounts Payable Division, [apolathe@olatheks.org](mailto:apolathe@olatheks.org) or mail to PO Box 768, Olathe KS 66051-0768. Normal pay periods for the City are every other Friday.
38. **GOVERNING LAW:** Any agreement resulting from this solicitation shall be interpreted under and governed by the laws of the state of Kansas.
39. **ESCALATION/DE-ESCALATION CLAUSE:** In the event prevailing market conditions warrant an adjustment in contract pricing, the following escalation/de-escalation clause shall be the only clause acceptable to the City:
1. Contractor shall give written notice to the Procurement Manager of any proposed changes from contract prices not less than fifteen (15) calendar days prior to the effective date of price changes.
  2. Such notice must be accompanied by a copy of the supplier's notification to the contractor of a justifiable price change.
  3. No price escalation will be authorized in excess of the amount of the increase indicated on the supplier's notice.
  4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.



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5. Approved price changes are not applicable to orders already issued and in process at time of price change.
  6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records, or invoice relating directly to the price increase after reasonable notice and during normal business hours.
  7. The Procurement Manager retains the right to determine whether or not such proposed price changes are in the best interests of the City.
  8. If in the opinion of the Procurement Manager any proposed increase is found unacceptable, the Procurement Manager reserves the right to cancel the contract upon fifteen (15) calendar days' written notice.
  9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index or some other form of verifiable document. Contractor will put the Procurement Manager on the mailing lists for such publications so the Procurement Manager can monitor said changes. Such membership will be at no cost to the City.
  10. If parties to the contract cannot agree on renewal terms, it is understood that the contract will be cancelled and a new contract will be solicited.
40. **CERTIFICATE OF GOOD STANDING:** All contractors awarded a contract in the amount of \$25,000 or higher are required to submit a current Kansas Certificate of Good Standing to the City with a valid verification code, upon award of contract. The Certificate is issued by the Kansas Secretary of State's Office and affirms that a business has complied with the applicable provisions of the laws of the state of Kansas, is in good standing, and authorized to transact business or to conduct affairs within this state. Access the Kansas Secretary of State website at [http://www.sos.ks.gov/other/articles\\_of\\_formation.html](http://www.sos.ks.gov/other/articles_of_formation.html) for information. Kansas companies can file online. Foreign companies cannot yet file online. Foreign companies would need to complete and submit the FA, FL, FLLP, or LPF forms to receive the information needed to register with the Secretary of State then get a Certificate of Good Standing thereafter. You may call the Kansas Secretary of State office at 785-296-4564 if you have questions.
41. **ADDITIONAL INFORMATION:** Additional information may be obtained from the Procurement Division Office at (913) 971-8714 or [www.olatheks.org](http://www.olatheks.org).



## **Zebron 386 Materials and Workmanship Warranty**

Date:

To:

Project:

Date of Installation:

Mayer Specialty Services LLC shall warrant all work against defects in materials and workmanship of the specified Zebron 386 Polyurethane corrosion-resistant lining for a period of two years from the date of installation listed above. Mayer Specialty Services LLC will repair defects in materials and workmanship which may develop during said two year period. This warranty includes but is not necessarily limited to delamination from substrate, degradation of finish, cracking and spalling, leaking and corrosion of substrate due to defects in coating.

Todd Mayer  
Mayer Specialty Services LLC

**P.O. Box 469 / 831 Industrial Rd. Goddard, KS 67052**  
**Phone: 316-794-1165 / Fax: 316-794-2717**  
**Toll Free: 1-866-794-1165**  
**[www.mayerllc.com](http://www.mayerllc.com)**

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/29/2017

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

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

PRODUCER IMA, Inc. - Wichita Division PO Box 2992 Wichita, KS 67201 316 267-9221	CONTACT NAME:		
	PHONE (A/C, No, Ext): 316 267-9221	FAX (A/C, No): 316 266-6254	
INSURED Mayer Specialty Services, LLC 831 Industrial Rd PO Box 469 Goddard, KS 67052-0469	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: EMCASCO Insurance Company		21407
	INSURER B: Employers Mutual Casualty Co.		21415
	INSURER C: Midwest Builders' Cas. Mutual		13126
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		5D2243318	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		5E2243318	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$10,000		5J2243318	04/01/2017	04/01/2018	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	17BWC1136	01/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000

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


Workers Compensation Information: Proprietors/Partners/Executive Officers/Members Excluded, subject to the policy terms and conditions.

Named Insured includes Mayer Equipment & Supply, LLC.

Certificate Holder is included as Additional Insured on the General Liability policy if required by written contract or agreement subject to the policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

City of Olathe PO Box 768 100 E Santa Fe Olathe, KS 66051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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