



DESIGN-BUILD INSTRUCTIONS TO BIDDERS

Project Number _____

Project Title _____

- 1. Introduction.** This is an Invitation for Bids (“IFB”) issued by the _____ Department of Kansas City, Missouri (“City”) to solicit a sealed Technical Approach Submittal and a sealed Price Submittal (collectively, “Bid”) from Design Builders for Project No. ____ – ____ (“Project”).
- 2. Bid Due Date.** Each Bidder's Technical Approach Submittal and Price Submittal must be submitted in separate sealed envelopes/packages to _____ at City Hall, ___ Floor, 414 E. 12th Street, Kansas City, MO 64106, on or before 2:00 p.m. on _____, 20__ (the “Bid Due Date”). The outside of the Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled “Invitation for Bid – Technical Approach Submittal for Project No. ____ – ____.” (The Technical Approach Submittal cannot contain any reference to the cost of the project. Section 2-1585, City Code of Ordinances). The outside of the Price Submittal envelope/package shall include Bidder's name and address and shall be labeled “Invitation for Bid – Price Submittal for the Project No. ____ – ____.”
- 3. Public Bid Opening Date.** On _____, 20__ at 2:00 p.m., (the “Public Bid Opening Date”), in Committee Room ____, ____ Floor, City Hall, 414 E. 12th Street, Kansas City, MO 64106, the City will publicly announce the scores earned by each Technical Approach submittal, and then will publicly open and read aloud the corresponding Price Submittal portion of that Bid. **The 48-hour period for providing HRD documents (e.g., HRD Form 8, Contractor Utilization Plan/Request for Waiver) shall begin to run as of this date and time.**
- 4. Mandatory Pre-Bid Conference.** The City will hold a mandatory Pre-Bid Conference on _____, 20__, at 2:00 p.m. in Committee Room ____, ____ Floor, City Hall, 414 E. 12th Street, Kansas City, MO 64106. Failure to attend will result in a Bidder not being eligible to submit a Bid.
- 5. No Commitment by City.** Bids and any other information submitted by Bidders in response to this IFB shall become the property of the City. The City shall have no liability for any expense incurred by Bidders in the preparation of Bids or for any damage allegedly resulting from a Bidder's failure to be awarded the Contract for Design-Build Services (“Contract”) for the Project. Issuance of this IFB does not commit the City to enter into a Contract for the Project. The City makes no guarantee that an award of Contract will be made as a result of this IFB. The City reserves the right to accept or reject any or all Bids, to re-solicit for Bids, to temporarily or permanently abandon the procurement in whole or in part, to waive any informalities or minor technical inconsistencies, and/or to award one or more Contracts for all or any portion of the Project, when deemed by the City, in its sole discretion, to be most advantageous to the City and in its best interests.

[Specifier: Stipend is OPTIONAL. Be certain to delete this specifier before the final Bidding Document is printed.]

- 6. Stipend.** The City shall award a stipend, in the amount \$_____ to each invited bidder that has submitted a responsive Technical Approach Submittal and Price Submittal and who was not awarded the Contract for the Project. The stipend shall be paid to the bidder(s) following execution of a Design-Build contract for this project. Upon such payment, the City shall acquire from the Bidder a perpetual, nonexclusive, royalty-free licenses to allow the City to use the design, or any part thereof, any ideas and/or information contained in the Bidder’s Bid and to use such design, or any part thereof, any ideas and/or information in this Project or in connection with other projects. If the Bidder desires to retain all

rights and interest in the design, the Bidder shall so advise the City in writing at the time of bid submittal. By submission of such statement by Bidder to retain all rights and interest in the design, the Bidder shall forfeit any stipend. In order to receive a stipend, a Bidder must obtain a Vendor Number from the City. Bidders can obtain the necessary forms by calling (816) 513-1836.

7. Definitions. The following definitions apply to this IFB and to all Technical Approach Submittals and Price Submittals submitted in response to this IFB. The definitions set forth in the Contract are also applicable.

- a. "Bidding Documents" include the Invitation For Bids (IFB), the Project Manual, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to the Bid Due Date as that term is defined in the IFB).
- b. "Consultant" means a person, firm, or corporation having a contract with City to furnish services as an independent professional associate or consultant (including, without limitation, as a construction manager, construction advisor, or program manager) with respect to the Project and who is identified as such in the Supplementary Conditions. The term "Consultant" also includes such person's, firm's, or corporation's agents, officers, directors, or employees.

8. Waiver of Bid Requirements. The City Manager or his delegate at any time may waive any requirements imposed by this solicitation or by any City regulation when failure to grant the waiver will result in an increased cost to the City and the requirement waived would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City Council at any time may waive any requirements imposed in this solicitation by the City's Code of Ordinances when it finds failure to grant the waiver will result in an increased cost to the City and the waived requirement would be waived for all Bidders for this solicitation and it is in the best interest of the City to grant the waiver. The City reserves the right to waive any irregularities and/or formalities as deemed appropriate.

9. Late Bids. Bids and modifications of Bids received after the exact hour and date specified for receipt will not be considered unless: (1) the Bid is sent via the U.S. Postal Service, common carrier or contract carrier, by a delivery method that guarantees the Bid will be delivered to the City prior to the submission deadline; or (2) if the Bid is submitted by mail, common carrier or contract carrier it is determined by the City that the late receipt was due solely to an error by the U.S Postal Service, common carrier or contract carrier; or (3) the Bid is timely delivered to the City but is at a different City location than that specified in this IFB; or (4) the City extends the time after the deadline for a force majeure event that could potentially affect any or all Bidders meeting the deadline.

10. Interpretations and Addenda. All questions about the meaning or intent of the Bidding Documents may be directed to the Project Manager listed at the end of these Instructions to Bidders. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all parties recorded as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only answers issued by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. Addenda may also be issued to modify the Bidding Documents as deemed advisable by the City.

11. Bid Security Requirements. All Bids submitted must be accompanied by a Bid deposit in the amount of five percent (5%) of the base Bid which shall be in the form of a Bid Bond (on the form provided in these Bidding Documents), Cashier's Check, Letter of Credit, Certificate of Deposit or other instrument approved in advance by the City. Prior to submittal of the Bid the City Treasurer must approve both the financial institution and text of a Letter of Credit. A Cashier's Check or a Certificate of Deposit shall be payable to the City Treasurer.

12. Forfeiture of Security. If a Bidder fails or refuses to execute the Contract when requested by the City, any Bid security given to the City shall immediately become due and payable and forfeited to the City as liquidated damages.

13. Mistake in Bid Security. By submitting a Bid, Bidder is agreeing to correct any mistakes on a Bid security submission when requested by the City. When such a mistake occurs and a Bidder fails or

refuses to correct the mistake or execute the Contract when requested by the City, any Bid security shall be forfeited to the City and the Bidder shall also be subject to debarment and damages.

14. Rejection of All Bids. If the City rejects all Bids, the City may re-solicit Bids only from those Bidders who submitted a Bid pursuant to this IFB and/or use an expedited Bid submission schedule with or without re-advertising or issuing any other public notice when the City determines, in its sole discretion, that the delay due to the normal solicitation procedures would not be in the City's best interests.

15. Disclosure of Proprietary Information.

- a. A Bidder may restrict the disclosure of scientific and technological innovations in which it has a proprietary interest, or other information that is protected from public disclosure by law, which is contained in any portion of its Technical Approach Submittal by marking each page of each such portion of its Technical Approach Submittal prominently in at least 16-point font with the words "Proprietary Information"; printing each page of each such portion of its Technical Approach Submittal on a different color paper than the paper on which the remainder of the Technical Approach Submittal is printed; and segregating each page of each such portion of its Technical Approach Submittal in a sealed envelope/package, which shall prominently display, on the outside, the words "Proprietary Information" in at least 16-point font, along with Bidder's name and address.
- b. After either the Public Bid Opening Date or the rejection of all Bids, if a request is made under the Missouri Sunshine Law for access to portion(s) of a Bidder's Technical Approach Submittal that has been marked "Proprietary Information," as provided above, the City will notify that Bidder of the request, and it shall be the burden of that Bidder to establish that such portion(s) of its Technical Approach Submittal are exempt from disclosure under the law.

16. Contents of the Bid. The following information shall be provided by Bidders as part of the bidding process:

NOTE: The outside of each Bidder's Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. ____ – ____." **(Do not include any price or cost in the Technical Approach Submittal).**

- a. **TECHNICAL APPROACH PART I - ORGANIZATION & KEY PERSONNEL (Bidder shall provide information for each of the sections below.)**
 - (1) Provide an organization chart showing the structure and positions of the team proposed to be assigned to the Project, including significant design subconsultants and construction subcontractors. Describe the organizational position, function, and responsibilities of each team member, showing reporting relationships and showing clear lines of authority and communication.
 - (2) Identify the following Key Personnel proposed for the Project. (**NOTE:** Key Personnel must be committed to the Project for its duration, and may not be removed or substituted without the City's prior written consent.)
 - (a) Design-Build Project Manager
 - (b) DOR Lead Architect
 - (c) GC Project Manager
 - (d) On-Site Field Superintendent
 - (e) QC/QA Manager
 - (f) Safety Officer
 - (3) For each of the Key Personnel, provide the following background information.
 - (a) Years of employment with current employer.

- (b) City of residence.
 - (c) Identify any other projects this person will be involved with concurrently with the Project, and state the time commitment for the Project and each other project.
 - (d) Discuss professional registrations, education, certifications, and credentials held by this person that are applicable to the Project.
- (4) Include the resume of each Key Personnel, showing relevant project experience, design-build experience, and experience on government contracts.
- b. TECHNICAL APPROACH PART II – PROJECT UNDERSTANDING AND APPROACH (Bidder shall provide information for each of the sections below.)**
- (1) Discuss generally the tasks involved in the Project.
 - (2) Illustrate clearly and concisely Bidder's understanding of the technical elements that must be addressed for successful completion of the Project.
 - (3) Describe key issues that might affect the Project schedule and how Bidder proposes to address them.
 - (4) Discuss Bidder's understanding of the traffic control required for the Project, if applicable, and how traffic control will impact the Project schedule. Discuss any major traffic control issues that need to be addressed and Bidder's proposed solutions.
 - (5) Identify any other special issues or problems that are likely to be encountered. Outline the manner in which Bidder suggests resolving them.
 - (6) Outline key community relations issues and how they might be resolved.
 - (7) Describe any difficulties Bidder anticipates encountering in serving the City, in light of the City's status as a municipality and public entity. Explain how Bidder plans to manage them.
- c. TECHNICAL APPROACH PART III – PROJECT CONTROLS PLAN**
- (a) (Bidder shall provide information for each of the sections below.)**
- (2) Describe Bidder's suggested approach to maintaining the Project budget.
 - (3) Identify Bidder's contingency plans for various performance issues that might be encountered on the Project.
 - (4) Submit the Quality Control Plan for the Project.
 - (5) Submit the Project Safety Plan for the Project.
 - (6) Describe how Bidder proposes to address any unique safety issues for the Project.
 - (7) Submit a preliminary resource-loaded CPM construction schedule with anticipated milestones for the Project without any reference to cost, prepared using Microsoft Project 2007 or later format.
- d. TECHNICAL APPROACH PART IV – PROJECT DESIGN SUBMITTAL (Bidder shall provide information for each of the sections below.)**
- (1) *[Specifier: Insert here a list of those design elements Bidders must submit for the Project, such as site plans, exterior elevations, floor plans, etc.]*
 - (2) **Required Bid Submittals.**

17. Required Bid Submittals.

a. Technical Approach Submittals.

- (a) All Technical Approach Submittals shall be organized and their Parts labeled with tabs as shown below, and provided in three-ring binders:

TA PART I – ORGANIZATION & KEY PERSONNEL

TA PART II – PROJECT UNDERSTANDING AND APPROACH

TA PART III – PROJECT CONTROLS PLAN

TA PART IV – PROJECT DESIGN SUBMITTAL

- (b) Each Bidder's Technical Approach Submittal shall be limited to fifty (50) pages, in no smaller than 12-point font on 8-1/2" x 11" paper, using one side of each page, and page numbered accordingly. Each section of the Technical Approach Submittal shall correspond to the Part of the Technical Approach Submittal noted in this IFB. Any information, in addition to the Parts of the Technical Approach Submittal, that is required by this IFB shall be labeled as such and submitted as appendices to the Technical Approach Submittal. Appendices will count toward the page number limit. Covers, Tables of Contents, and divider tabs will not count toward the page number limit, provided that no additional information is included on those pages. Bidder shall submit one (1) electronic copy on CD (PDF Format) and ____ (__) copies of the Technical Approach Submittal.
- (c) The outside of the Technical Approach Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Technical Approach Submittal for Project No. ____ – ____."
- (d) Reverify that there is no cost or price information in the Technical Approach Submittal.

b. Price Submittals.

- (a) Price Submittals shall be submitted on the Bid Form (including the Affidavit of Intended Utilization) included in the Bidding Documents.
- (b) The Price Submittal must be accompanied by Bid security in the amount of five percent (5%) of the base Bid, which shall be in the form of a bid bond (in the form provided in these Bidding Documents), cashier's check, letter of credit, certificate of deposit, or other instrument approved in advance by the City. Prior to submission of the Bid, the City Treasurer must approve both the financial institution issuing and the contents of any letter of credit. Any cashier's check or certificate of deposit must be made payable to the City Treasurer.
- (c) The outside of the Price Submittal envelope/package shall include Bidder's name and address and shall be labeled "Invitation for Bid – Price Submittal for Project No. ____ – ____."

18. Consideration of Bids.

- a. All Technical Approach Submittals and documents, and meetings related thereto, shall be considered to be "closed records" and "closed meetings," respectively, as defined in Chapter 610, RSMo (the "Missouri Sunshine Law") and therefore protected from disclosure until the Public Bid Opening Date.
- b. The City will determine the lowest and best Bid. The two-stage selection process described herein will be used to determine the successful Bidder.
 - (1) After submission of the Technical Approach Submittals and the Price Submittals on the Bid Due Date, the City will privately open the Technical Approach Submittals. The City may interview one, some or all of the Bidders that submit bids. Each Technical Approach Submittal will be evaluated and scored by the City based on the points system described below, with no reference to cost or price:

TA PART I – ORGANIZATION & KEY PERSONNEL – 10 points

TA PART II – PROJECT UNDERSTANDING & APPROACH – 20 points

TA PART III – PROJECT CONTROLS PLAN – 10 points

TA PART IV – PROJECT DESIGN SUBMITTAL – 60 points

- (a) The highest Technical Approach Submittal will be awarded 100 points.
- (2) Points will be added to each of the other Technical Approach Submittals corresponding to the 100 points and the original points earned by that Submittal.

For example:

TA Submittal	Number of Points	Score
Highest	94	100 pts.
2d Highest	87 (94-87=7)	93 pts. (100-7 points)
3d Highest	84 (94-84=10)	90 pts. (100-10 points)

- (3) On the Public Bid Opening Date, the City will publicly announce the scores earned by each Technical Approach Submittal, and then will publicly open and read aloud the corresponding Price Submittal portion of that Bid. Each Price Submittal will be scored based on the points system described below:

- (a) The lowest Price Submittal will be awarded 100 points.
- (b) One (1) points will be deducted from each of the other Price Submittals for each percentage that that Price Submittal exceeds the lowest Price Submittal, with each percentage rounded up to the next whole number prior to its deduction from the points earned by that Price Submittal.

For example:

Price Submittal	Amount	Percent High	Score
Lowest (pts.)	\$1,510,000	0%	100 pts. (lose 0 pts.)
2d Lowest	\$1,546,000	2.3% (3%)	97 pts. (lose 3 pts.)
3d Lowest	\$1,629,000	7.8% (8%)	92 pts. (lose 8 pts.)

- c. The lowest and best Bid is that Bid with the highest combined points for the Technical Approach Submittal and the Price Submittal, and that has been determined by the City to be responsive.
- d. Bidder offers and agrees to comply with all terms, conditions, and requirements set forth in this IFB and the RFQ.
- e. Bidder agrees that all representations made in its SOQ, its Technical Approach Submittal, and its Price Submittal shall continue to be binding on Bidder if it is the successful Bidder on the Project, and that this IFB, the RFQ, Bidder's Technical Approach Submittal, Bidder's Price Submittal, and Bidder's SOQ shall be deemed incorporated into any Contract issued to Bidder for the Project.

19. Additional Information. The City reserves the right, in its sole discretion, to request additional information or documents from any or all Bidders, including supplements or corrections to the Bids.

20. City's Buy American and Missouri Preference Policies. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. When Bids offer quality, price, conformity with specifications, term of delivery and other conditions imposed in the specifications that are equal, the City shall select the Bid that uses manufactured goods or commodities that are manufactured or produced in the United States. The City shall give preference to all commodities manufactured, produced, or grown within the State of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is the same or less. It is the bidder's responsibility to claim these preferences.

21. Tax Clearance. Bidder will be required to furnish to OWNER sufficient proof from City's Commissioner of Revenue, verifying that Bidder is in compliance with the license and tax ordinances administered by City's Revenue Division as a precondition to OWNER making its first payment under any CONTRACT over \$50,000.00. Bidder will also be required to obtain proof of City tax compliance from all of its Subcontractors prior to the Subcontractors performing any Work.

22. Affirmative Action. It is the policy of the City that any person or entity entering into a contract with the City, will employ applicants and treat employees equally without regard to their race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age. Bidder will be required to comply with the City's Affirmative Action ordinance if Bidder is awarded a contract from the City totaling more than \$300,000.00. If you have any questions regarding the City's Affirmative Action requirements, please contact HRD at (816) 513-1836 or visit the City's website at www.kcmo.org.

*[Specifier: For a Project that involves City M/WBE goals but does not involve DBE requirements, use the three M/WBE paragraphs immediately following this specifier. Enter the specific goals that have been approved by the Human Relations Department for M/WBE. If M/WBE goals approved by the Human Relations Department are zero percent (0%), remove the following three paragraphs along with all related HRD Forms and Instructions from the Bidding Documents. **Be certain to delete this note before the final Bidding Document is printed.**]*

23. MBE/WBE Program Requirements. City desires that Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) have a maximum opportunity to participate in the performance of City contracts. The goals for this specific Project are (__)% MBE participation and (__)% WBE participation. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents. The MBE/WBE Directory is available on the City's website at www.kcmo.org. Please call the Human Relations Department at (816) 513-1836 for assistance.

24. Waiver of MBE/WBE Requirements. The City Council may waive any and all MBE/WBE requirements imposed by any Bidding Document or the MBE/WBE Ordinance and Contract with the lowest and best Bidder if the City Council determines a waiver is in the best interests of the City.

25. Forfeiture of Bid Bond for Failure to Make MBE/WBE Submissions. By submitting its Bid, Bidder is agreeing to the following: (1) Bidder has made by Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; or Bidder will continue to make during the 48 hours after Bid opening a good faith effort to meet the MBE/WBE goals established for the Project; and (2) Bidder will timely submit its 00450 HRD Construction Contractor Utilization Plan/Request for Waiver (HRD Form 8) and 00450.01 Letter of Intent to Subcontract for each MBE/WBE listed on the 00450 HRD Construction Contractor Utilization Plan/Request for Waiver; and (3) Bidder will submit documentation of its good faith efforts to meet the MBE/WBE goals when requested by the City. Failure to meet these requirements in good faith will result in Bidder being debarred and forfeiting its Bid Bond.

*[Specifier: For a Project that involves DBE requirements, use the two DBE paragraphs immediately following this specifier and adjust both paragraphs as necessary for the Program requirements. Enter the specific goals that apply. If DBE requirements are not applicable, remove the following two paragraphs. **Be certain to delete this note before the final Bidding Document is printed.**]*

26. Disadvantaged Business Enterprises (DBE) Program Requirements. To be eligible for this Project a Bidder must (1) meet the qualifications of the *[Specifier: Insert the name of the Authority/Agency.]* (2) be certified and registered in the current DBE directory of *[Specifier: Insert the name of the Authority/Agency or remove (2) if not applicable.]*. For this Project the DBE goal is (__)%. The DBE Forms and Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents.

27. Schedule of participating DBE's. By submitting its Bid, Bidder is agreeing that for each DBE, the applicable value and percentage of labor, materials, and services involved in the Work as compared to the entire Contract price contained in this Bid is set forth in the attached schedule of Participating DBE's submitted by Bidder.

*[Specifier: The following paragraph should be included only if you are soliciting bids for a construction contract that has been estimated by the City as requiring more than 800 construction labor hours and costing in excess of \$324,000.01. If you are soliciting bids on anything other than a construction contract, or a construction contract below these thresholds, delete the following paragraph. **Be certain to delete this note before the final bidding documents is printed.**]*

28. Workforce Program Requirements. City desires that minorities and women have a maximum opportunity to practice their trades on city construction projects. The minimum company-wide goals are a ten percent (10%) minority workforce and two percent (2%) women workforce. The City's HRD Forms and HRD Instructions for Construction Projects are incorporated into these Bidding Documents and the Contract Documents.

*[Specifier: The following paragraph should be included for projects being processed in e-Builder. Delete paragraph in its entirety if it is not applicable. **Be certain to remove this note before your final Contract Document is printed.**]*

29. Contract Information Management System. Successful Bidder shall be required to use City's Internet web based Contract Information Management System/Project Management Communications Tool provided by City and protocols included in that software during the term of this Contract. Bidder shall submit user applications to City's provided Contract Information Management System for all personnel, subcontractors or suppliers as applicable.

30. Prevailing Wage Requirements. The successful Bidder shall pay the prevailing hourly rate of wages as determined by the Missouri Annual Wage Order and/or Federal Wage Determination set forth in the Project Manual. In case of a conflict between Missouri and Federal wage rates, the higher rate shall apply.

31. Indemnification – City of Kansas City. The contract documents contains a requirement that Contractor shall indemnify, defend and hold harmless the City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable, including negligent acts or omissions of the City, its agencies, officials, officers, or employees. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

*[Specifier: If this Project is being funded in whole or in part with funds administered by the Missouri Department of Transportation (MoDOT), use the paragraph immediately following this specifier. If this project does not involve funds administered by MoDOT, delete the following paragraph. If this Project is being funded by any grant, be sure to consult your grant requirements to determine whether additional modifications are required. **Be certain to delete this note before the final Bidding Document is printed.**]*

32. Indemnification – State of Missouri. The contract documents contains a requirement that Contractor shall indemnify, defend and hold harmless the Missouri Highways and Transportation Commission (MHTC) and the Missouri Department of Transportation (MoDOT) and their respective employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with the contract, caused in whole or in part by Contractor, its employees, agents, or Subcontractors, or caused by others for whom Contractor is liable. The contract requires Contractor to obtain specified limits of insurance to insure the indemnity obligation. Contractor has the opportunity to recover the cost of the required insurance in the Contract Price by including the cost of that insurance in the Bid amount.

*[Specifier: Do not schedule a mandatory pre-Bid conference unless it is absolutely necessary. If a Bidder does not attend a mandatory pre-Bid conference the Bidder is ineligible to Bid, however, all Bids will be opened. **At any Pre-Bid Conference staff must discuss the City's policy and contract requirements regarding Subcontractors and Suppliers including the provisions of Section 25 of these Instructions to Bidders. Be sure to delete this note before your final Bidding Document is printed.**]*

33. Pre-Bid Conference. The _____ Department will hold a pre-Bid conference on _____, _____, at _____ A/PM in the _____ Room, located at _____, Kansas City, Missouri 641____. Attendance at the pre-Bid conference is encouraged [*mandatory*] for all Bidders on this Project. [*If mandatory attendance of pre-Bid conference is required, then include the following language. Be sure to delete this note and, if not applicable, the following language, before your final Bidding Document is printed.*] For this Project, the City shall not contract with a Bidder who has not attended the entire pre-Bid conference for this Project.

[Specifier: If tenants occupy the Site, there is limited access or it is a restricted area, require prospective Bidders to schedule on-Site inspections, and use one of the following paragraphs. Be certain to delete this note if not applicable and delete the following suggested language before your final Bidding Document is printed.]

34. On-Site Inspection. The Project Site will be available for inspection by Bidders. Bidders visiting the Project Site shall be responsible for their own safety. The Project Site shall be available for inspection by appointment from _____ A/PM to _____ A/PM each day Monday through Friday (holidays excepted). Bidders may contact the following individual from the _____ Department for an appointment.

Contact: _____

Phone: (816) _____ /E-mail _____

[Specifier: If the Site is available for unrestricted inspection by Bidders use the following suggested language. If the Site has business hours that Bidder needs to be informed of, add the hours the Site is open for inspection. Be certain to delete this note before your final Bidding Document is printed.]

35. On-Site Inspection. The Project Site will be available for inspection by Bidders. Bidders visiting the Project Site shall be responsible for their own safety.

36. Forward all questions in writing to the following Project Manager and Contract Administrator. Questions received less than ____ (____) days prior to the Bid Date may not be answered. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda to all Bidders. Oral or other interpretations or clarifications shall be without legal effect, even if made at a Pre-Bid Meeting.

_____, Project Manager

(816) 513-____ Phone
E-mail:

_____, Contract Administrator
Procurement Services, General Services Department
414 East 12th Street, City Hall __th Floor
Kansas City, MO 64106
(816) 513-____ Phone
(816) 513-2812 Fax
Email:



For persons with disabilities needing reasonable accommodations please contact Meg Conger at 816-513-6589. If you need to use the Relay Service, please dial 711.

[Specifier: Remember to review paragraph numbering.]