



Let's Cross Paths

Invitation for Bids

2022-016

On-site Generator Maintenance, Inspection and Repair

City of Sedalia, Missouri

October 20, 2021

City of Sedalia
Community Development -- Facilities Maintenance
John Simmons, Director
Public Works Department
Brenda Ardrey, Director

Questions Due: October 29, 2021
Due Date: November 5, 2021
Due Time: 2:00 PM CDST
Location: City of Sedalia
Office of the City Clerk
200 S. Osage Avenue
Sedalia, Missouri 65301

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Respondent's responsibility to advise the City of Sedalia if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Public Works Department at the above address not later than three (3) business days prior to the bid opening date.

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SECTION 1 INSTRUCTIONS TO BIDDERS

01. Opening Location

The Bids will be opened at the City of Sedalia, Mayor's Conference Room 2nd Floor, 200 S. Osage Avenue, Sedalia, MO 65301 in the presence of the City Clerk's staff at the due date and time indicated on the Invitation for Bids (hereinafter IFB) cover. All bidders or their representatives are invited to attend the opening of the IFB responses.

02. Accuracy of IFB and related documents

The City assumes no responsibility that the specified technical and background information presented in this IFB, or otherwise distributed or made available during this procurement process, is complete or accurate. Without limiting the generality of the foregoing, the City will not be bound by or be responsible for any explanation or interpretation of the Bid documents other than those given in writing as an addendum to this IFB. Should a recipient of this IFB find discrepancies in or omissions from this IFB and related documents, the recipient of this IFB must immediately notify the designated Contact Person identified in Subsection 07 via email or in writing. If necessary any discrepancies will be resolved in an Addendum to this IFB. Such Addendum will be provided to all bidders via the City's website and via e-mail. Questions must be received by 4:00 p.m. CDST on Oct. 29, 2021 to allow responses to be posted on the City's website by 4:00 p.m. on Nov. 1, 2021. No addenda will be posted after Nov. 1, 2021

03. IFB Delivery Requirements

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their responses delivered to the City Clerk's Office for receipt on or before the due date and time indicated. If a response is sent by U.S. mail, the bidder shall be responsible for its timely delivery to the City Clerk's Office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. E-mailed responses may be submitted to the following e-mail address at the City Clerk's Office: bidresponse@cityofsedalia.com

Bids may be mailed or e-mailed to the City Clerk's Office and accepted if the signed bid form and required information **including bid bond** were mailed or e-mailed and received prior to the due date and time.

All bids must be received in the **CITY CLERK'S OFFICE** no later than **2:00 p.m. Central Daylight Savings Time, on Friday, November 5, 2021** and must be addressed to:

City Clerk's Office
Attn: IFB 2022-016 Response
City of Sedalia
200 S. Osage Ave.
Sedalia, MO 65301

Emailed responses must include in the subject line: IFB 2022-016 Response

Bids may be delivered by hand-delivery, U.S. mail, courier service or e-mail by the date and time above stated.

04. Sealed and Marked

All submittals must include one (1) original signed Bid and three (3) bound copies marked as "**IFB 2022-016: On-site Generator Maintenance, Inspection and Repair.**"

05. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted bid. Failure to properly sign the bid form shall invalidate same, and it shall not be considered for award.

06. Corrections

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid.

07. Questions, Clarification and Addenda

Each bidder shall examine all IFB documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the IFB shall be made through the Public Works Department in writing or through email to enations@cityofsedalia.com. The Public Works Department shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda via the City's website and e-mail is the official method whereby interpretation, clarification, or additional information will be given.

It shall be the responsibility of each bidder, prior to submitting their bid, to contact the Public Works Department at phone number

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660-827-3000, or to check the City's website to determine if addenda were issued and to make such addenda a part of their bid. Addenda will be located on the City's website at: <http://www.cityofsedalia.com/content/11304/12047/default.aspx>.

08. Invitation for Bid Expenses

All expenses for responding to this IFB are to be borne by the bidder.

09. Irrevocable Offer

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 120 days to sell to the City the goods or services set forth in the IFB, until one or more of the bids have been duly accepted by the City.

10. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The best and lowest responsible bidder shall mean the bidder who makes the best and lowest bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the bid as made.

11. Reserved Right related to Responsiveness and Responsibility

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past service and performance records including reference checks.

12. The Right to Audit

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to any purchase(s), and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years from final payment.

13. Applicable Law

All applicable laws and regulations of the State of Missouri and the City including the City's Financial Management Policies will apply to any resulting agreement, contract, or purchase order. Any involvement with the City related to Procurement shall be in accordance with the Purchasing Policy as set forth in the City's Financial Management Policies.

14. Ethical Standards

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards found in Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids.

15. Collusion

By offering a submission to this IFB, the bidder certifies the bidder has not divulged, discussed, or compared the bid with other bidders and has not colluded with any other bidders or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- d. The only person or persons interested in this bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the City for the purpose of doing business.

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16. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a bid shall be on forms either supplied by or approved by the City.

17. Liability and Indemnity

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. IFB Forms, Variances, Alternates

Bids must include information on the attached City IFB forms, although additional information is required to be attached. Bidders must indicate any variances from the City requested scope of work and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested scope of work and terms and conditions. Alternate bidders may or may not be considered at the sole discretion of the Public Works Department.

19. Bid Form

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is bid to complete each item. Bidders shall insert the words "no bid" in the space provided for an item for which no bid is made. The bidder shall submit an executed bid form, affidavit of compliance along with other requested documents, if any.

20. Modifications or Withdrawal of Bid

A modification for a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original bid and the stated number of copies is required. Bids may be withdrawn up until the date and time set above for opening..

Any bids not so withdrawn shall, upon opening, constitute an irrevocable offer to negotiate for a period of one hundred twenty (120) days or until one of the bids has been accepted and a contract has been executed between the City and the successful bidder, at the sole discretion of the City.

21. No Response to IFB

If not submitting a response to the IFB, respond by returning the "Statement of No Response" no later than the stated Bid opening date and time and explain the reason in the space provided.

22. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the scope of work, conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid,, the unit price shall govern.

23. Prices Bid

Give both unit price and extended total. Price must be stated in units of quantity specified in the bid specifications, if applicable. In the case of any discrepancy in computing the amount of the bid, the unit price of the bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in the scope of work). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

The City of Sedalia is awarding an initial nineteen month contract. Bid price(s) and conditions must be valid for one hundred eighty day period after bid opening. Further, the IFB provides for up to 4 one-year extension periods.

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24. Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid form shall be the price used in determining award(s).

25. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of a suitable grade for the purpose intended or rebuilt/remanufactured with warranty acceptable to the City. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit bids on items manufactured by other than the manufacturer specified when an "or equal" or "or equivalent" is stated.

26. Deviations to Specifications and Requirements

Where a brand or trade name appears in the specifications, it is understood the brand or trade name referred to shall be furnished. When bidding on an "or equal" or "or equivalent", bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records as well as Safety Data Sheets (SDSs), if applicable. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent or equal, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of the bidder, if applicable. The absence of listed deviations at the time of submittal of the bidder will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the services, supplies, material and/or equipment when delivered.

27. Tax-Exempt

The City is exempt from State of Missouri sales and compensating use taxes thereof on all materials to be incorporated into the work and Federal Excise Taxes.

- a. The City will furnish the required certificated of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work.*
- b. The City's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the work.*

28. Awards

- a. Cash discounts for prompt payment of invoices will be considered in the evaluation of prices. If such discount is clearly stated on the bid form and included in the cost of applicable item.*
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bidders, make multiple awards or waive any minor irregularity or technicality in Bids received.*
- c. If in the City's opinion, the lowest bid is not the best and most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the City. In determining the lowest and best responsible bid, the City shall take into consideration the qualities of the articles supplied, or services to be rendered their conformity with the scope of work or specifications, and their suitability to the requirements of the City and the delivery terms. Intangible factors, such as the Contractor's reputation and past performance, will also be weighed.*
- d. The Contractor's failure to meet the mandatory requirements will result in the disqualification of the Contractor's bid from further consideration.*
- e. Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. This IFB process is for the City's benefit only and is intended to provide the City with competitive information to assist in selection of products or services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and shall be made to favor the City.*
- f. Awards will be made at the City's discretion to be in the City's best interest. Factors for such award will include the Bidder(s) whose bid(s) (1) meets the scope of work and specifications and all other requirements of the IFB and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

29. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

30. Regulations

It shall be the responsibility of each bidder to assure compliance with OSHA, U.S. EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

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31. Length of Contract

The length of the Contract shall be for one (1) year with four (4) additional 1-year periods subject to approval by the City's governing authorities and availability of funds and as mutually agreed upon by the Contractor.

32. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for equipment, materials or processes in conjunction with the equipment or materials being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

33. Equal Employment Opportunity Clause

The City of Sedalia, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that the City affirmatively ensures that in any contracts entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

Further, the Contractor and any Subcontractors will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The Contractor and any Subcontractors will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor and any Subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

34. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate the entire agreement without any obligations or penalty based upon availability or appropriation of funds.

35. Order of Precedence

The Scope of Work requirements and other documents attached hereto, which vary from the instructions to bidders, shall take precedence.

36. Affidavit for Service Contracts (E-verify)

The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Sedalia affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien. (See Exhibit 1.)

37. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If the defects were not readily ascertainable upon the initial inspection, items may also be returned at a later date at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

38. Responsibilities of the City of Sedalia

The City will provide the following:

- Maintain existing licenses and permits; and
- Provide points of contact for Facilities Maintenance and Public Works.

39. Technical Response

The Technical Response shall include the appropriate and requested information in sufficient detail to demonstrate bidder understands the Project and has the ability and expertise to meet the contract requirements.

- a. **Transmittal Letter and Acknowledgement of Addenda:** A transmittal letter must be included that clearly designates the primary bidder's point of contact including name, address and telephone number, the primary bidder's authorized representative, location of primary bidder's place of business, attach a copy of the company's certificate of good standing from the State of Missouri or applicable state's Secretary of State, if applicable, and the name and location of all sub-consultants/subcontractors. The transmittal letter must include a brief overview/summary of the Contractor's record of performance and demonstrated abilities, knowledge and experience in the maintenance and repair of existing equipment and other work experience applicable to the scope of work. Of particular concern to the City is the bidder's ability to timely be available to meet the City's need for any on-call emergency services.
- b. **TAB 1: Executive Summary:** The executive summary shall include a brief statement of the Contractor's approach to the work, understanding of the project's goals and objectives and demonstrated understanding of the project's potential problems and

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concerns. The executive summary may also provide a concise overview of the firm's experience including key staff background and qualifications, firm's financial stability and overall organization as well as reasons why the bidder is the best choice for the City and its customers.

- c. TAB 2: Contractor's Qualifications and Experience:** The type of organization: individual, partnership, corporation, or other (please specify). The year the Contractor's organization was established. A statement and explanation of any instances where the Contractor's contract has been terminated in the past 5 years. Additionally, information provided in this section must explain how the following requirements are met by the Contractor:
- Have been in the business of providing similar maintenance, repair services and on-call emergency response services for at least 5 years.
 - Have existing municipal contracts for similar services for at least 3 years.
 - Have experience in assisting to successfully implement emergency response plans. Describe the Contractor's experience in preparing for or responding to emergency situations and in assisting communities to address critical needs in these situations. Identify the number of the Contractor's employees in the State of Missouri who could supplement the efforts of City staff should the need arise.
 - Have a strong record of health, safety and environmental compliance.
 - Be able to furnish the required comprehensive or commercial general liability insurance as detailed below. Submit evidence of the ability to provide coverage in the amounts specified.
- d. TAB 3: Staff Plan and Experience:** Provide a staff listing for the contract and summarize the qualifications for key personnel, such information should include role, years of experience, education, recent relevant training, licensure and certifications, if applicable. Staffing plan should indicate the commitment of key staff to this contract.
- e. TAB 4: Similar Work Performed and References:** Provide a description of five (5) years of relevant project/contract experience including four reference contacts (i.e., name, phone number and e-mail address) and size of project/contract.
- f. TAB 5: Approach to Work and Capability:** This Tab must describe in sufficient detail and clarity the Contractor's plans to meet the needs of the City under the Scope of Work contained in this IFB and any value added items the Contractor believes would improve the City's operations. Provide an overview of resources to accomplish the requirements of this IFB include pictures of facilities and equipment. Describe methodologies including best practices and benchmarks to be used. Provide any other information that may be helpful in evaluating your company's ability to perform the scope of work including problem resolution, warranties, repair timelines, etc. Provide a description or example of the required reports and deliverables. Discuss how you will respond to emergency service calls. How will the City contact your company after hours, weekends and on holidays? How long will it take from the phone call until someone will be at the site?
- g. TAB 6: Disclosures and Potential Conflicts of Interest:** All potential conflicts of interest; including identification of any members of the bidding firm that are related to an employee of the City, including any appointed or elected officials, **must be disclosed**. Failure to disclose potential conflicts of interest may result in the bid being rejected.

40. Fee Schedules

- a. The bidder shall complete the Fee Schedule provided as a part of this IFB packet.
- A firm-fixed lump sum price per semi-annual and annual inspection as detailed on the form.
 - Regular business hour (7:00 a.m. to 7:00 p.m.): On-site repair labor rate not covered by above maintenance inspection per hour rate.
 - Over-time hour: On-site repair labor rate not covered by above maintenance inspection per hour rate.
 - Holiday hour: On-site repair labor rate not covered by above maintenance inspection per hour rate.
 - Materials: Bidder's mark-up expressed as a percentage for providing supplies for routine maintenance and on-call emergency services.
 - Warranty: Shall warranty the above equipment for parts, labor and travel for _____.
 - Service Response Time: _____ hours after request.
 - Any other specific terms and conditions related to pricing.
- b. The Bid shall be considered nonresponsive if the above information is not complete.

41. Reservation of City Rights

- a. Any award of a contract for this project is subject to the availability of appropriated funding.
- b. The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more bidders.

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- c. *The City reserves the right to negotiate the Agreement/Contract for the project with the next most qualified bidder if the successful bidder does not agree to the terms of an Agreement/Contract within five (5) days after negotiation of an Agreement. The City reserves the right to negotiate all elements of work that comprise the selected IFB.*
- d. *The City reserves the right, after opening the bidders, or at any other point during the selection process, to reject any or all bids, modify or postpone the proposed project, evaluate any alternatives offered, or accept the bidder that, in the City's sole judgment, is in its best interest.*
- e. *The City reserves the right to terminate the Agreement/Contract if the Contractor fails to begin to perform the work described herein within ten (10) calendar days after the City has issued the Contractor a written notice to proceed.*
- f. *The City reserves the right to reject bids from bidders that are serving other entities in a manner that creates a conflict of interest.*

42. Information Disclosure for Third Parties

The City is required to meet the requirements for open records pursuant to Chapter 610 RSMo. If any submittal contains confidential technical, financial or other types of information, the Contractor must clearly label the specific portions sought to be kept confidential and specify the exemption that the Contractor is relying upon. Marking all or substantially all of, a response as confidential may result in the response being considered non-responsive by the City.

43. Insurance

- a. *Contractor shall obtain and maintain insurance as set forth herein. By submitting a response, the bidder acknowledges that they have read and understand the insurance requirements of this IFB. Bidders also understand that the certificate of required insurance must be submitted prior to beginning work under the contract, but no later than seven (7) days following notification of award.*
- b. *All insurance required by the Contract to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed and authorized, in the State of Missouri, to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.*
- c. *Contractor shall deliver to City, with copies to each named insured, certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by City, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.*

44. Bid Bond: *Each bid must be accompanied by (i) an acceptable certified check or cashier's check payable to the City of Sedalia or (ii) a bid bond issued by a surety authorized to transact business in Missouri and acceptable to the City of Sedalia in the amount of five (5%) percent of the bid, not to exceed \$20,000 as a guarantee that the bidder will enter into a contract with the City if awarded the contract by the Sedalia City Council. (See Exhibit 3.)*

45. Bidder Tabulation

Bidders may request a copy of the bid tabulation for this IFB from the City Clerk's Office.

46. Termination of Award

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of the City.

47. Open Records

The bidder acknowledges and agrees that the City is bound by the Missouri Open Records Law (Sunshine Law) and cannot protect information for the sole reason that it is marked "confidential" or "proprietary". All information submitted in response to this IFB shall be available for public review in accordance with all federal, state and local laws. Requests must be submitted in writing to the City Clerk's Office, City of Sedalia.

48. Guarantees and Warranties

All guarantees and warranties must be clearly stated within the bid response.

49. Invoicing for Services

Contractor will submit invoices monthly to:

Facilities Maintenance
City of Sedalia

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200 S. Osage Ave.
Sedalia, MO 65301

Invoices may be submitted electronically to: enations@cityofsedalia.com . The subject line of the e-mail should include the following:
Invoice Contract 2022-016.

Invoice format and content to be agreed upon by City of Sedalia and Contractor at time of contract award.

SECTION 2 SPECIFICATIONS

1. GENERAL: The City of Sedalia Facilities Maintenance and Public Works Department has a requirement for a Contractor to provide Semi-annual and Annual Preventative Inspections and Maintenance, as well as supply parts and repairs as required for its twenty-two (22) Stand-by Backup Generator Sets at various locations throughout the City.

1.1. Facilities Maintenance: The Back-Up Generator Inventory List & Preventative Maintenance Schedule for City Fiscal Year 2023 (Dec. 1, 2021 – March 31, 2023) is listed on page 14.

1.2. Public Works Department: The Back-Up Generator Inventory List & Preventative Maintenance Schedule for City Fiscal Year 2023 is listed on page 13.

2. SCOPE OF WORK: Provide semi-annual and annual inspections to determine necessary maintenance, repair or parts requirements and perform annual preventative maintenance and inspection services to keep equipment operational within OEM specifications. Prices quoted herein shall include all labor, supervision, equipment, tools, supplies (unless stated differently), insurance, licenses, travel and all other items necessary to accomplish this Scope of Work. Services are to be conducted on-site and coincide with the planned maintenance/inspection schedule attached or as requested during the contract term and shall include, but not be limited to, the specifications listed in this bid document. Prices quoted shall also include a per hour rate for after hours (over-time) and the hourly rate for holidays as defined in Paragraph 4. Below.

2.1. Provide maintenance and repair services, on-site as required, upon request following either a preventative maintenance inspection or resulting from equipment or component failure (labor charges to be at the stipulated flat rate as provided on bid form). Contractor shall provide a detailed description of required repairs including estimate of charges for repair and estimated time required for repair. All repairs require approval by City Facilities Maintenance or Public Works Department points of contact provided in Exhibit 4.

2.2. Supply replacement or spare parts, components, sub-assemblies or supplies, meeting OEM specifications, as required. Contractor shall make available to the City, upon request, a current parts price list.

2.3. Determine nature and extent, including cost and time for completion, for repairs required to keep equipment operational within OEM specifications. All recommended repair work is subject to prior approval by the City and at the rates provided on the bid form.

2.4. Upon completion of each inspection/maintenance on-site activity, Contractor shall submit a checklist of each item/function inspected along with test/inspection results for each.

3. MAINTENANCE/INSPECTION REQUIREMENTS:

3.1. Semi-Annual Requirements:

3.1.1. Check air filters and clean or replace as required (replacement requires authorization from City personnel). Replacement air filters shall be

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billed separately.

- 3.1.2. Check oil levels, oil pressure, coolant levels and coolant temperature.
- 3.1.3. Inspect, clean terminal connections, check fluid levels and hydrometer or load test batteries.
- 3.1.4. Inspect battery charger for proper operation.
- 3.1.5. Inspect block heater for proper operation.
- 3.1.6. Inspect all belts, hose, clamps, wiring, and connections.
- 3.1.7. Inspect units for oil, coolant, fuel levels, and fuel leaks.
- 3.1.8. Run unit without load to check for proper operation.
- 3.1.9. Check and record voltage and frequency output.
- 3.1.10. Check Automatic Transfer Switch for proper operation.

3.2. Annual Requirements:

- 3.2.1. Annual Requirements shall include all of the Semi-Annual Requirements in items 3.1.1. through 3.1.10.
- 3.2.2. Change oil, oil filters, fuel/water filters, and spark plugs. Oil, oil filters, fuel/water filters, spark plugs shall be provided by the Contractor and included in the bid price.
- 3.2.3. Check and clean the crank case breather.
- 3.2.4. Check coolant concentration and flush the cooling system, as needed.
- 3.2.5. Diesel units only. Conduct fuel testing and reconditioning. Remove any water from fuel tank.
- 3.2.6. Perform two hour load bank tests for Items #8, 9, 18, 19, 20, 21, and 22 listed on page 12 and 13 of this IFB.

4. HOLIDAYS

- 4.1 The City under this agreement plans to maintain on-site backup generators so that the need for emergency call-ins and holiday call-ins is minimized. However, since these on-site backup generators are essential for continuation of critical services during loss of power, periodic service may be required during holidays. The listing of days considered holidays by the City includes the following:

- New Year's Day
- Thanksgiving Day

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- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Day after Thanksgiving Day
- Christmas Day

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List of Public Works On-site Generators

Item No.	Location	Manufacturer	Fuel Type	Model #	Serial #	KW	Year Installed
1	3000 W. Main St.	Kohler (John Deere)	Diesel	40R0ZJ71	328954	40	1993
2	4104 W. Main St.	Kohler (Ford)	Natural Gas	20RZ82	393711	19	1997
3	3420 W. 32nd St.	Kohler (John Deere)	Diesel	100R0ZJ81	356157	100	1995
4	23534 Hwy B	Kohler (John Deere)	Diesel	100RE0ZID	2192200	100	2009
5	21230 Main Street Road - Pelham Drive (existing)	Onan (Cummins)	Diesel	100DGDB	F970640755	100	2007
6	Pelham Drive (new)	Generac	Diesel	SD-100	Not Available	100	2022
7	3700 W. 16th St.	Onan (Cummins)	Diesel	DGBB5007070	L010315906	35	2001
8	3000 W. Main St., Suite 300	MTU	Diesel	DS00600D6SRAH148	4356786-1-2-0213	600	2013
9	26999 Goodwill Chapel Rd.	MTU	Diesel	DS00600D6SRAH148	4356786-1-1-0213	600	2013
10	901 E. 3rd St.	Onan (Cummins)	Diesel	DGFC5699457	L040727781	80	2004
11	Oak Grove Lane near Main St. (rear property)	Generac	Diesel	SD-100	Not Available	100	2022
12	Central Regional Lift Station (new)	Generac	Diesel	SD-100	Not Available	100	2022
13	27882 Highway U	Generac	Diesel	SD0150KG176.7D18HPYY	9860318	150	2015
14	2800 S. New York	Kohler	Diesel	500RE0ZJB	SGM32GLSM	500	2016
15	28200 Waterworks Rd	Caterpillar	Diesel	C18	EKW00132	600	2009
16	28200 Waterworks Rd	Caterpillar	Diesel	D150	N6D03030	150	2013
17	1498 Waterloo Rd	Caterpillar	Diesel	D175	N6D03029	175	2013
18	1705 Boonville Rd	Caterpillar	Diesel	175	N6D02182	175	2015
19	3705 W. 16th	Caterpillar	Diesel	D150	E6L00419	150	2015

Note: Item #5 is being removed from service at the Pelham Drive Lift Station and will be moved and be placed in service at the Heard & Saline Lift Station. Item #15 through #19 are under a separate contract through December 2022 at which time they will be moved under the contract awarded under this Agreement.

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List of Facilities Maintenance On-site Generators

Item No.	Location	Manufacturer	Fuel Type	Model #	Serial #	KW	Year Installed
20	600 S. Hancock	Onan (Cummins)	Diesel	DGCG5699456	L040727780	80	2004
21	2606 W. 16th St.	Generac	Diesel	SD0175GG1767D18HPYY	8229130	175	2014
22	200 S. Osage	Caterpillar	Diesel	3006	09NR02554	250	1998
23	300 W. 3rd St.	MTU	Diesel	8V1600 DS400	95010500427	400	2019

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SECTION 3 GENERAL TERMS AND CONDITIONS

- 1. Purpose:** This document constitutes an IFB from prospective bidders for the establishment of a contract or contracts for On-site Generator Maintenance, Inspection and Repair for the City of Sedalia's Facilities Maintenance and Public Works Department located at 200 S. Osage Ave., in Sedalia, Missouri 65301, in accordance with the requirements and provisions stated herein.
- 2. Term:** Initial agreement for nineteen months beginning on date of award through March 31, 2023. Completion of the services shall be based on the schedule included in the bid response and as may be amended in writing, when mutually agreed upon by the parties. Further, the IFB provides for up to 4 one-year extension periods upon mutual agreement of the parties.
- 3. Contract/Contracts:** The City may elect based upon bids received and the need for maintenance to award a single or multiple contracts as a result of this IFB. As stated above, the City will award to the bidder or bidders based upon the lowest and best offer(s) received.
- 4. Escalation/De-Escalation:** Bid prices shall remain firm for a period of one hundred eighty days from the date of award.
- 5. Estimated Quantity:** The quantities indicated in this bid document are estimates that pertain to the total aggregate quantities that may be ordered. The estimates do not indicate single order amounts. The City makes no guarantees about single order quantities or total aggregate order quantities.
- 6. Delivery Times:** Delivery of services for inspection identified repairs and semi-annual and annual inspections shall be made between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise agreed upon in writing by the City and Contractor. Back-up generators provide essential services to public safety and environmental agencies and programs within the City, as such emergency repair service must be available 24 hours per day/7 days per week/365 days per year. Contractor must provide emergency response time on the bid form.
- 7. Delivery Tickets:** A delivery ticket is required for each delivered load. A delivery ticket showing load quantity, material type, date and time of delivery must be presented to and signed by the receiving Department's authorized representative. One copy remains with the representative and one copy must be submitted with the invoice.
- 8. Specifications:** Bidders shall include with their bid specification sheets information sufficient for thorough evaluation. Failure may be cause for rejection as non-compliant.
- 9. Compliance:** The Contractor must comply with all federal, state, and local rules, regulations, and laws regarding packaging, labeling, and transport, and the Contractor must provide Safety Data Sheets as required with the first and subsequent shipments of each product to destination, if applicable, to the product, material or supply being provided.
 - A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, laws or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically be stated in the Contract Documents.

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2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of the City or Contractor or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to the City or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

- 10. References:** Bidders must furnish a reference list of at least four (4) customers to whom they have provided similar products, materials and/or services. Contractors/Vendors with an active and established business history that provide current products/services to the City are exempt from the reference requirement.
- 11. Adequate Stock:** The successful bidder shall be required to obtain an adequate stock for delivery upon notification of award and in compliance with the included schedule for completion of the project. All orders placed against the contract must be delivered promptly per delivery specified by Contractor. The Contractor/Vendor is responsible for completing the Bid Form to identify the number of days from order to receipt of the product.
- 12. New Products:** The items shall be new and the manufacturer's standard model in current production shall comply with all performance specifications; including all standard functions and accessories as advertised or otherwise represented by the bidder and/or the manufacturer. Recycled or refurbished items **will not** be accepted.
- 13. "Or equal" or "Or equivalent":** In the specifications, whenever a supply item or material is defined by brand name, the name and catalog number of a particular manufacturer, vendor or a limited description, the term "or equal" or "or equivalent" is written. Any reference to a particular manufacturer's product either by brand name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size. If there is any deviation in the pack, source, quality, etc., of an item bid, from that prescribed in the specifications, the appropriate line in the specifications will be ruled out and the substitution clearly indicated. If bidding an equal or equivalent, bidders must include along with their bid, specifications or information sufficient for a thorough evaluation. Failure to do so may be cause for rejection as non-compliant. **If the item bid differs from the specifications, exceptions must be listed on the Affidavit of Compliance.**
- 14. Product Literature:** Where applicable, the Bidder shall furnish with the bid, one set of all available literature pertaining to the supplies and/or material to be furnished under the bid.
- 15. Bid Bond:** Each bid must be accompanied by (i) an acceptable certified check or cashier's check payable to the City of Sedalia or (ii) a bid bond issued by a surety authorized to transact business in Missouri and acceptable to the City of Sedalia in the amount of five (5%) percent of the bid, not to exceed \$20,000 as a guarantee that the bidder will enter into a contract with the City if awarded the contract by the Sedalia City Council.
- 16. Insurance:**
- a. General Provisions
- Contractor shall obtain and maintain insurance as set forth herein.

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- b. All insurance required by the Contract to be purchased and maintained by Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the State of Missouri, to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- c. Contractor shall deliver to City, with copies to each named insured, certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by City, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- d. Failure of City to demand such certificates or other evidence of full compliance with these insurance requirements, or failure of City to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- e. The Contractor shall notify the City in writing of any failure to purchase required insurance prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- f. If Contractor has failed to obtain and maintain required insurance, City may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise City's Contract termination rights.
- g. Without prejudice to any other right or remedy, if the Contractor has failed to obtain required insurance, the City may elect to obtain equivalent insurance to protect the City's interests at the expense of the Contractor who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- h. City does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- i. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City and other individuals and entities in the Contract.
- j. *Contractor's Insurance*
 - i. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - A. Claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - B. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - C. Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
 - D. Foreign voluntary worker compensation (if applicable).
 - ii. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

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- A. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
- B. Claims for damages insured by reasonably available personal injury liability coverage.
- C. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- iii. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
 - A. Products and completed operations coverage:

Such insurance shall be maintained for three years after final payment.
 - B. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations.
 - C. Broad form property damage coverage.
 - D. Severability of interest.
 - E. Underground, explosion, and collapse coverage.
 - F. Personal injury coverage.
 - G. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 - H. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- iv. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- v. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- vi. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- vii. *Contractor's professional liability insurance:* If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and

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for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

viii. *General provisions:* The policies of insurance required by this Section shall:

- A. Include at least the specific coverages provided within Section.
- B. Be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
- C. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to the City.
- D. Remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
- E. Be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

ix. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

x. Contractor shall not commence work under this contract until all insurance required under this section has been obtained, nor shall Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained. Contractor shall deliver to the City, with copies to each additional insured identified, certificates of insurance (and other evidence of insurance which the City or any additional insured may reasonably request) which Contractor is required to purchase and maintain in accordance with this Section 17 prior to the commencement of work.

xi. All certificates of insurance shall be filed with City on the standard ACORD CERTIFICATE OF INSURANCE form, or a similar form if acceptable to the Owner, showing the specific limits and provisions of insurance coverage required by the Contract Documents. In addition, Contractor shall provide City prompt written notice should any required insurance be cancelled, non-renewed, materially changed or coverage or limits reduced for any reason. City will deliver to Contractor evidence of insurance required of City, but only if specifically requested in writing by Contractor.

xii. The limits of liability for the required insurance shall not be less than the following amounts or greater where required by Laws and Regulations:

- 1. Workers' Compensation, and related coverages under this Section.
 - a. State Statutory

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- b. Applicable Federal (e.g. Longshoreman's): Statutory
- c. Employer's Liability:
 - (1) Each Accident \$1,000,000
 - (2) Disease-Policy Limit \$1,000,000
 - (3) Disease-Each Employee \$1,000,000

Policy shall include "all states" coverage. Policy shall include a waiver of subrogation in favor of City.

- 2. Commercial General Liability Insurance, which shall be no less comprehensive and no more restrictive than coverage provided by a standard form Commercial General Liability Policy (ISO CG0001) with minimum limits shown below covering bodily injury, property damage and personal injury.

- a. General Aggregate Limit \$3,000,000
- b. Products Completed Operations Aggregate Limit \$3,000,000
- c. Personal and Advertising Injury Limit \$1,000,000
- d. Each Occurrence Limit \$1,000,000
- e. Fire Damage Limit (any one fire) \$ 50,000
- f. Medical Damage Limit (any one person) \$ 5,000

- 3. This insurance must include the following features:

- a. Coverage shall be on an occurrence form and not claims made.
- b. Coverage for all premises and operations. Policy shall be endorsed to provide the aggregate per project endorsement.
- c. Personal and advertising injury.
- d. Operations by independent Contractors.
- e. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way.
- f. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below surface of ground (XCU coverage).
- g. Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
- h. Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
- i. Products and completed operations shall be maintained for duration of work, and shall be further maintained for a minimum period of 2 years after final acceptance and payment, unless modified in the Special Provisions.

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- j. Contractual liability coverage will also include contractually assumed defense costs in addition to policy limits.
- k. Broad form blanket contractual liability to be included.
- l. Policy shall include a waiver of subrogation in favor of Owner and Engineer.

4. Automobile Liability:

Automobile liability insurance, which shall be at least as broad as and no less restrictive than ISO form CA 0001, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Insurance must include contractual liability coverage. Any fellow employee exclusion shall be deleted as it applies to managerial and supervisory employees. Policy shall provide auto cargo pollution endorsement (ISO CA 99 48, or equivalent), if requested in special provisions. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass, or crossing, then such policy will include coverage for work done within 50 feet of a railroad right of way. Policy shall include a waiver of subrogation in favor of Owner and Engineer.

5. Excess Liability, Contractor shall also secure and maintain excess or Umbrella Liability which shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability and Automobile Liability. Policy shall include a waiver of subrogation in favor of Owner and Engineer.

The liability limits shall be not less than: \$4,000,000.00

- a. Bodily Injury and Property Damage: \$2,000,000 combined single
 limit for each occurrence
 \$2,000,000 general aggregate

The bidder shall understand and agree that the City cannot save and hold harmless and/or indemnify the bidder or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the City of Sedalia, its employees, elected officials and the general public against any such loss, damage, and/or expense related to his/her performance under any contract between the City and successful bidder. In the event any insurance coverage is canceled, the City must be notified within thirty (30) calendar days.

17. Time of Completion: Time is of the essence. If services are not provided within the agreed upon timeframes as set forth in this IFB, the City reserves the right to cancel or to have the product, material or service provided outside of this contract when it is in the best interest of the City.

18. Termination of Contract:

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- A. For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor at its listed address of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

- B. For Convenience:** The City shall have the right at any time upon 30 days written notice to Contractor at its listed address to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

CONFLICTS:

- A.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed by the Contractor.

 - B.** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated.
- 19. Assignment:** The Contractor shall not assign or transfer any interest in this contract, whether by assignment or novation, and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
- 20. Execution of Contract:** The bidder to whom the contract has been awarded shall sign one (1) copy of the contract and return it to the City within fourteen (14) calendar days after receipt of the contract. Failure to execute the contract and return it to the City within fourteen (14) calendar days after receipt of the contract shall be cause for the annulment of the contract award. If circumstances beyond the Contractor's control prohibit a timely execution of this contract, prior written approval must be requested by the Contractor and receive approval from the City for an extension to the completion schedule.

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- 21. Non-exclusivity:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor/Vendor. The City may elect to award multiple contracts under this IFB to ensure the City's need for services is timely met.
- 22. Patents:** Contractor undertakes and agrees to defend at Contractor's own expense, all suits, actions, or proceedings against buyer, in which City, and of Contractor's suppliers, contractors, distributors or dealers, or the users of any of Contractor's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the City whenever infringement will result from Contractor's adherence to specifications supplied by the City or by an authorized City Representative. Contractor further agrees to pay and discharge any and all judgments or decrees, which may be rendered in any such suit, action or proceedings against City therein.
- 23. Independent Contractor:** The parties agree that Contractor is an independent contractor, and not an employee nor agent of City of Sedalia. Contractor hereby agrees not to make any representations to any third party, nor to allow such third party to remain under the misimpression that Contractor is an employee of City of Sedalia. All payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor. Contractor will defend, indemnify and hold harmless the City, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.
- 24. Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Pettis County, Missouri.
- 25. Safety:** The Contractor shall comply with all federal, state and local safety statutes and rules during the execution of the Work and ensure similar compliance is maintained by their Subcontractors.

The Contractor has sole responsibility for jobsite safety on this project. This includes the safety of the Contractor's and subcontractor's personnel on the project site, as well as the general public, any city staff and the occupants of the adjacent properties who may have access to the site. The Contractor shall take all appropriate actions (including temporary chain link and/or construction fencing) to keep the general public from the project site and to protect city staff and the occupants of the adjacent properties from any construction hazards that may be present along the permanent and construction easements which comprise the project site.

All damage, injury, or loss to any property referred to in Contract Agreement caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier, vendor or any other individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of drawings or specifications or to the acts or omissions of the City or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any subcontractor, supplier, vendor or other individual or entity directly or indirectly employed by any of them).

The Contractor's duties and responsibilities for safety and for protection of the work shall continue until such time as all the work is completed and the City has determined the work is acceptable and project is final.

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28. Contractor's Representations: In order to induce the City to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bid Documents.
- B. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
- C. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and, the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of maintenance to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of maintenance expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- D. Contractor is aware of the general nature of work to be performed by the City and others at the Site that relates to the Work as indicated in the Contract Documents.
- E. Contractor has given City written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by City is acceptable to Contractor.
- F. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

29. Contractor's General Warranty and Guarantee

- A. The Contractor warrants and guarantees to the City that all work will be in accordance with the Contract Documents and will not be defective. The City and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. The Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible;
or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:
 - 1. observations by City staff;

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2. payment by the City of any progress or final payment;
3. use or occupancy of the work or any part thereof by the City;
4. any inspection, test, or approval by others; or
5. any correction of defective work by the City.

30. Supervision:

- A. The Contractor shall supervise, inspect, and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of maintenance, repair or replacement used.
- B. At all times during the progress of the work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to the City except under extraordinary circumstances.

- 31. Labor:** Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform maintenance, repair or replacement as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

32. Services, Materials, and Equipment:

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work as described in the Scope of Work.
- B. All materials and equipment incorporated into the work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents or Change Order. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of the City. Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

33. Substitutes and “Or-Equals”:

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or

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equipment of other suppliers may be submitted to Engineer for review under the circumstances described below.

1. *“Or-Equal” Items:* If an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by the City as an “or-equal” item, in which case review and approval of the proposed item may, in the City’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Section 33.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment the City determines that:

- 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
- 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
- 3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the City or increase in contract times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

a. If in City’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Section 33.A.1, it will be considered a proposed substitute item.

b. The Contractor shall submit sufficient information as provided below to allow the City to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by the City from anyone other than the Contractor.

c. The requirements for review by the City will be as set forth in Section 33.A.2.d, as supplemented by the General Requirements, and as the City may decide is appropriate under the circumstances.

d. The Contractor shall make written application to the City for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

- 1) shall certify that the proposed substitute item will:

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- a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
- 2) will state whether use of the proposed substitute item in the work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the City for other work on the Project) to adapt the design to the proposed substitute item, and whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Methods or Procedures:* If a specific means, method, technique, sequence, or procedure is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by the City. Contractor shall submit sufficient information to allow the City, in the City's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by the City will be similar to those provided in Section 33.A.2.
- C. *City's Evaluation:* The City will be allowed a reasonable time within which to evaluate each bid or submittal made pursuant to Section 33.A and 33.B. the City may require the Contractor to furnish additional data about the proposed substitute item. The City will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until the City's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." The City will advise the Contractor in writing of any negative determination.
- D. *Special Guarantee:* The City may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

34. Concerning Subcontractors, Suppliers, and Others:

- A. The Contractor shall not employ any subcontractor, supplier, vendor, or other individual or entity (including those acceptable to the City as indicated in Section 34.B), whether initially or as a

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replacement, against whom the City may have reasonable objection. Contractor shall not be required to employ any subcontractor, supplier, vendor or other individual or entity to furnish or perform any of the work against whom City has reasonable objection.

- B. If the Contractor is requires to identity certain subcontractors, suppliers, vendors or other individuals or entities to be submitted to the City in advance for acceptance by the City by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof, the City's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such subcontractor, supplier, vendor or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. The Contractor shall submit an acceptable replacement for the rejected subcontractor, supplier, vendor or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by the City of any such subcontractor, supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of the City to reject defective work.
- C. Contractor shall be fully responsible to the City for all acts and omissions of the subcontractors, suppliers, vendors and other individuals or entities performing or furnishing any of the work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 - 1. shall create for the benefit of any such subcontractor, supplier, vendor or other individual or entity any contractual relationship between the City and any such subcontractor, supplier, vendor or other individual or entity; nor
 - 2. shall create any obligation on the part of the City to pay or to see to the payment of any moneys due any such subcontractor, supplier, vendor or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the work of subcontractors, suppliers, vendors and other individuals or entities performing or furnishing any of the work under a direct or indirect contract with Contractor.
- E. Contractor shall require all subcontractors, suppliers, vendors and such other individuals or entities performing or furnishing any of the work to communicate with the City through the Contractor.
- F. All work performed for the Contractor by a subcontractor, vendor or supplier will be pursuant to an appropriate agreement between Contractor and the subcontractor, vendor or supplier which specifically binds the subcontractor, supplier or vendor to the applicable terms and conditions of the Contract Documents for the benefit of the City.

35. Successors and Assigns: City and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

36. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under

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any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

37. Resolving Discrepancies:

- A. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
1. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 2. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

38. Amending and Supplementing Contract Documents: The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

39. Underground Facilities: The Contractor shall be responsible for locating underground facilities within the job site. Locating of underground facilities may be accomplished through use of the Missouri One Call System. Coordination with the City to locate underground infrastructure is required within the facility property.

40. Use of Site and Other Areas:

A. *Limitation on Use of Site and Other Areas:*

1. The Contractor shall confine equipment, the storage of materials and equipment, and the operations of workers to the site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the site and other areas with equipment or other materials or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the work, the Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant

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against the City, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the work, the Contractor shall keep the site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Completion of the work, the Contractor shall clean the site and work area and make it ready for utilization by the City. At the completion of the work, the Contractor shall remove from the site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

41. Tests and Inspections:

- A. The Contractor shall give the City timely notice of readiness of the work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. If Laws or Regulations of any public body having jurisdiction require any work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, The Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish the City with the required certificates of inspection or approval.
- C. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for the City's acceptance of materials or equipment to be incorporated in the work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the work. Such inspections, tests, or approvals shall be performed by organizations acceptable to the City.
- D. If any work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of the City, Contractor shall, if requested by the City, to uncover such Work for observation.

42. Owner May Stop the Work: If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the work in such a way that the completed work will conform to the Contract Documents, the City may order the Contractor to stop work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of Contractor, any subcontractor, any supplier, any vendor or any other individual or entity, or any surety for, or employee or agent of any of them.

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43. Correction or Removal of Defective Work:

- A. Promptly after receipt of written notice, Contractor shall correct all defective work, whether or not fabricated, installed, or completed, or, if the work has been rejected by the Owner, remove it from the project and replace it with work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective work under the terms of this Section, the Contractor shall take no action that would void or otherwise impair the City's special warranty and guarantee, if any, on said work.

44. Correction Period:

- A. If within two years after the completion date, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by the City or permitted by Laws and Regulations is found to be defective, Contractor shall promptly, without cost to the City and in accordance with the City's written instructions:
 - 1. repair such defective land or areas; or
 - 2. correct such defective work; or
 - 3. if the defective work has been rejected by the City, remove it from the project and replace it with work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of the City's written instructions, or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Section 44, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- D. The Contractor's obligations under this Section 44 are in addition to any other obligation or warranty. The provisions of this Section 44 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

45. Acceptance of Defective Work: If, instead of requiring correction or removal and replacement of

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defective work, the City prefers to accept it, the City may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to City's evaluation of and determination to accept such defective work and for the diminished value of the work to the extent not otherwise paid by the Contractor pursuant to this sentence. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work, and the City shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of work so accepted. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to the City.

46. City May Correct Defective Work:

- A. If Contractor fails within a reasonable time after written notice from the City to correct defective work, or to remove and replace rejected work as required by the City or if the Contractor fails to perform the work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the City may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Section 46, the City shall proceed expeditiously. In connection with such corrective or remedial action, the City may exclude Contractor from all or part of the site, take possession of all or part of the work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the work all materials and equipment stored at the site or for which the City has paid Contractor but which are stored elsewhere. Contractor shall allow the City, the City's representatives, agents and employees, and the City's other contractors, access to the site to enable the City to exercise the rights and remedies under this Section.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the City in exercising the rights and remedies under this Section 46 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work; and the City shall be entitled to an appropriate decrease in the Contract Price.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the work attributable to the exercise by the City of the City's rights and remedies under this Section 46.

47. Contractor's Warranty of Title: Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Invoice for Payment, whether incorporated in the project or not, will pass to the City no later than the time of payment free and clear of all Liens.

50. Other Requirements: Completion of Exhibit 1 and review and agreement or provision of comments, in the form of exceptions provided on the applicable form, in relation to Exhibit 2 and provision of Exhibit 3.

- A. Exhibit 1, E-verify Forms
- B. Exhibit 2, Sample Standard "Draft" Contract Agreement
- C. Exhibit 3, Bid Bond
- D. Exhibit 4, Points of Contact, to be completed after Contract Award

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SECTION 4 EVALUATION AND SELECTION

1. Evaluation and Selection

The bids will be evaluated by the City’s evaluation committee on the basis of the response to all provisions of this IFB. Pricing alone will not constitute the entire selection criteria. The City plans to use the following criteria and corresponding percentages in its evaluation and comparison of bids submitted. The order listed is not intended to indicate their relative importance.

BID EVALUATION CRITERIA	
Evaluation Criteria	Percentage Of Score
Qualifications and experience. Qualifications and experience of the entity and staff presented in the bid related to the services described in this IFB and references.	25%
Method and plan for providing services. Bidder’s understanding of the project and subject matter expertise based on planned work approach and methodologies.	25%
Resource availability. Bidder’s available resources to perform the requested services within required time frames.	10%
Fee schedule (Pricing)	40%

Selection Process

The IFB process will establish a ranking based on how each bid meets the qualifications of the Scope of Work and other requirements contained in the IFB. The bid shall conform to the Bid Requirements (Section 3). It is important that all listed items be included in the bid. Bids, which do not comply with the requirements or the bid deadline, will not be considered. The City reserves the right to reject any or all bids without qualifications, and to negotiate specific requirements and costs using the selected bid as a basis.

At the conclusion of the evaluation and presentations (or if a best-qualified firm is selected without the need for a presentation), the City may, at its sole option, elect to reject all bids or elect to enter into an Agreement/Contract. The City will enter into contract negotiations with the highest ranked bidder to negotiate an Agreement or Contract. In the event, the City is unable to reach agreement with the highest ranked bidder, the City reserves the right, in its sole judgment, to negotiate with the second highest ranked bidder, and to proceed so forth, in its sole judgment, until it reaches an agreement that is in the best interest of the City and meeting the needs of the program. Once the City has reached an impasse with a bidder with whom it is negotiating and ends negotiations with that bidder, the City will no longer negotiate with that bidder under this solicitation.

Furthermore, the City reserves the right to reject any or all bids, and to waive any and all irregularities and to choose the firm which, in the City’s opinion, best serves the City’s interests.

2. TENTATIVE PROJECT SCHEDULE

The following is a tentative schedule for the IFB process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely estimates, and the City reserves the right to modify this schedule as needed to accommodate the completion of this IFB process. The following is a tentative timeline for the evaluation and IFB selection procedure.

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Tentative Project Schedule	
IFB Published:	October 20, 2021
Questions from Bidders Due:	October 29, 2021
Questions and Answers Posted:	November 1, 2021
Bids Due:	November 3, 2021
Initial Review of Bids by Panel:	November 8, 2021
Anticipated Contract Award:	November 15, 2021
Effective Start Date of Contract:	December 1, 2021

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SECTION 4 FEE SCHEDULE

SUBMITTED BY: _____
(Company Name)

BY: _____
(Authorized Person's Signature)

(Print or Type Name and Title of Signer)

Pursuant to and in accordance with the above stated IFB, the above signed hereby declares that they have examined the IFB documents and scope of work for the (services) listed within the scope of services of this IFB provided by the City and the bidder's response. The above signed bids and agrees, if their bid is accepted, to furnish the service(s) contained within the City's scope of work and the bidder's response in accordance with the prices for services information submitted below.

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FEE SCHEDULE FOR SEMI-ANNUAL AND ANNUAL INSPECTION

Provide a lump sum fee for the semi-annual and annual inspections at each location

Lump sum to be inclusive of travel time. Separate charge for travel is not allowable under this Agreement. Maintenance and inspection begins upon arrival at City work site.

PUBLIC WORKS

Item No.	Manufacturer	Fuel Type	Model #	KW	Unit	No. of Units	Unit Price	Extended Price
1	Kohler (John Deere)	Diesel	40R0ZJ71	40	Semi-annual	1		
					Annual	1		
2	Kohler (Ford)	Natural Gas	20RZ82	19	Semi-annual	1		
					Annual	1		
3	Kohler (John Deere)	Diesel	100R0ZJ81	100	Semi-annual	2		
					Annual	1		
4	Kohler (John Deere)	Diesel	100RE0ZID	100	Semi-annual	2		
					Annual	1		
5	Onan (Cummins)	Diesel	100DGDB	100	Semi-annual	1		
					Annual	1		
6	Generac	Diesel	SD-100	100	Semi-annual	1		
					Annual	1		
7	Onan (Cummins)	Diesel	DGGB5007070	35	Semi-annual	1		
					Annual	1		
8	MTU	Diesel	DS00600D6SRAH148	600	Semi-annual	2		
					Annual	1		
9	MTU	Diesel	DS00600D6SRAH148	600	Semi-annual	2		
					Annual	1		
10	Onan (Cummins)	Diesel	DGFC5699457	80	Semi-annual	1		
					Annual	1		
11	Generac	Diesel	SD-100	100	Semi-annual	1		
					Annual	0		
12	Generac	Diesel	SD-100	100	Semi-annual	1		
					Annual	0		
13	Generac	Diesel	SD0150KG176.7D18HPYY	150	Semi-annual	1		
					Annual	0		

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Item No.	Manufacturer	Fuel Type	Model #	KW	Unit	No. of Units	Unit Price	Extended Price
14	Kohler	Diesel	500RE0ZJB	500	Semi-annual	2		
					Annual	1		
15	Caterpillar	Diesel	C18	600	Semi-annual	1		
					Annual	0		
16	Caterpillar	Diesel	D150	150	Semi-annual	1		
					Annual	0		
17	Caterpillar	Diesel	D175	175	Semi-annual	1		
					Annual	0		
18	Caterpillar	Diesel	175	175	Semi-annual	1		
					Annual	0		
19	Caterpillar	Diesel	D150	150	Semi-annual	1		
					Annual	0		
TOTAL						35		

Note: Unit Prices must be provided for all units including those identified as No. of Units at 0.

FACILITIES MAINTENANCE

Item No.	Manufacturer	Fuel Type	Model #	KW	Unit	No. of Units	Unit Price	Extended Price
20	Onan (Cummins)	Diesel	DGCG5699456	80	Semi-annual	2		
					Annual	1		
21	Generac	Diesel	SD0175GG1767D18HPYY	175	Semi-annual	1		
					Annual	1		
22	Caterpillar	Diesel	3006	250	Semi-annual	1		
					Annual	1		
23	MTU	Diesel	8V1600 DS400	400	Semi-annual	1		
					Annual	1		
TOTAL						10		

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ADDITIONAL ITEMS

Over-time hour: On-site repair labor rate not covered by above maintenance inspection per hour rate
\$_____.

Holiday hour: On-site repair labor rate not covered by above maintenance inspection per hour rate
\$_____.

Materials: OEM authorized parts, components, assemblies and consumables at Source's Current Published List
Price less _____% discount.

Warranty: Shall warranty installed parts, labor and travel for _____.

Routine Service Response Time (Business Hours): Time from call received until arrival on-site
_____ hour(s)/day(s) after request.

Emergency Response Time: Time from call received until arrival on-site _____ minutes/hour(s)
after request.

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ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR
AFFIDAVIT OF COMPLIANCE

To be submitted with bidder's response to the IFB for On-Site Generator Maintenance, Inspection and Repair.

_____ We DO NOT take exception to the IFB Documents/Requirements.

_____ We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: _____

I have carefully examined the IFB and agree to abide by all submitted pricing, delivery, terms and conditions of this IFB unless otherwise stipulated herein.

Company Name _____

ADDENDA

By _____
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

(Print or type name and title of signer)

Addendum No. _____

Company Address _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Telephone Number _____

Email _____

Fax Number: _____

Federal Tax ID No. _____

Date: _____

CITY OF SEDALIA
IFB 2022-016

CITY OF SEDALIA
IFB 2022-016 ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR
STATEMENT OF "NO BID"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING REQUESTED AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO RESPOND ON YOUR IFB 2022-016 ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND, MANUFACTURER OR COMPANY ONLY (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BIDS.

_____ OUR PROJECT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SCOPE OF WORK.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ REQUIREMENTS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

CITY OF SEDALIA
IFB 2022-016

ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR
EXHIBIT 1
AFFIDAVIT OF WORK AUTHORIZATION

The contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as
_____ (Position/Title) first being duly sworn on my oath, affirm
_____ (Business Entity Name) is enrolled and will continue to participate in the
E-verify federal work authorization program with respect to employees hired after enrollment in the program who are
proposed to work in connection with the services related to the Master Plan Project and for the duration of this contract, if
awarded, in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____
_____ (Business Entity Name) does not and will not knowingly employ a person who is an
unauthorized alien in connection with the contracted services related to the Engineering Services for the duration of the
Contract/Subcontract, if awarded.

In affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040 RSMo).

Authorized Representative's Signature Printed Name

Title Date

Subscribed and sworn to before me this _____ of _____. I am commissioned as a notary public
within the County of _____, State of _____ and my
(Name of County) (Name of State)
commission expires on _____
(Date)

Signature of Notary (Date)

_____ and my commission expires on _____
(Name of State) (Date)

CITY OF SEDALIA

IFB 2022-016

(Continued)

AFFIDAVIT OF WORK AUTHORIZATION
CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525 RSMo, pertaining to section 285.530, RSMo as stated above.

(Print Authorized Business Entity Representative's Name)

(Signature of Authorized Business Entity Representative)

(Business Entity Name)

(Date)

As a business entity, the Contractor/Subcontractor must perform/provide the following. The Contractor/Subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-verify federal work authorization program.
 Website: <http://www.dhs.gov/e-verify>
 Phone: 888-464-4218;
 E-mail: e-verify@dhs.gov with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required by this Agreement.

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the e-verify federal work authorization program. Documentation shall include a page from the e-verify Memorandum of Understanding (MOU) listing the contractor's or subcontractor's name and the MOU signature page completed and signed, at a minimum, by the contractor or subcontractor and the Department of Homeland Security - Verification Division; (if the signature page of the MOU lists the contractor's or subcontractor's name, then no additional pages of the MOU must be submitted).

CITY OF SEDALIA
IFB 2022-016

EXHIBIT 2 - EXAMPLE
ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR
CONTRACT AGREEMENT
BY AND BETWEEN
THE CITY OF SEDALIA, MISSOURI AND
TBD

This agreement made and entered into this xxx day of November, 2021, by and between the City of Sedalia, Missouri, hereinafter referred to as the "City" and TBD, hereinafter referred to as the "Contractor" whose principal place of business is located at xxxxxxxxxxxxxxxxxxxx, MO xxxxx.

This agreement between the City and the Contractor shall consist of (1) the Invitation for Bids (IFBs), and any amendments thereto, (2) the response, as accepted, submitted in response to the IFB, (3) the purchase order and (4) fully executed change orders, if any. In the event of a conflict in language between the documents referenced above, the IFB and amendments thereto shall govern over the Contractor's response and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in the case of conflict with the applicable requirements stated in the IFB or the Contractor's response. In all other matters not affected by the written clarification, if any, the IFB shall govern.

Any modification and supplementation of the Contract shall be upon written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor. This agreement is for 90 days, beginning on the date of the award.

Kelvin L. Shaw, City Administrator
City of Sedalia

Authorized Representative
TBD

ATTEST:

Arlene Silvey, MPCC
City Clerk

CITY OF SEDALIA
IFB 2022-016

Exhibit 3
BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (*Name and Address*):

SURETY (*Name and Address of Principal Place of Business*):

OWNER (*Name and Address*):

City of Sedalia
200 S. Osage Ave.
Sedalia, MO 65310

BID

Bid Due Date:
Description (*Project Name and Include Location*):

BOND

Bond Number:
Date (*Not earlier than Bid due date*):
Penal sum _____

(Words)

\$ _____

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

**CITY OF SEDALIA
IFB 2022-016**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**CITY OF SEDALIA
IFB 2022-016**

Points of Contact:

City of Sedalia

Department	Name	Cell Phone	E-mail
Facilities Maintenance	Doug Roberts		
Facilities Maintenance	John Simmons		
Public Works – Streets	Justin Bray		
Public Works -- Wastewater	David Gerken		
Public Works – Water	David Murray		
Public Works -- Wastewater	David Gerken		
Public Works	Brenda Ardrey		

Contractor

Job Title	Name	Cell Phone	E-mail