CITY OF SEDALIA, MISSOURI
PUBLIC WORKS DEPARTMENTS

INVITATION FOR BID #2027-014

THIS IS NOT AN ORDER

RETURN TO Office of the City Clerk
City of Sedalia
200 S. Osage
Sedalia, MO 65301

Date Issued: November 5, 2026

Telephone Number: (660) 827-3000

DUE DATE: December 10, 2026

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE CITY OF SEDALIA CITY CLERK'S OFFICE PRIOR TO **2:00 P.M. ON FRIDAY, DECEMBER 10, 2026.** Bids will be opened by the City Clerk's Office at the location listed above, shortly thereafter.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the words **"IFB 2027-014 – ROCK MATERIAL"** clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- Bid price(s) and conditions must be valid for up to 365 days after bid opening.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- ***FAXED/E-MAILED BIDS WILL NOT BE ACCEPTED.***

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

Rock Material

See attached General Conditions, Specifications, and Bid Form for detailed information.

Pick-up at Quarry City Trucks

The articles to be furnished hereunder shall be picked –up at the quarry by City of Sedalia trucks, unless otherwise indicated.

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor'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.

CITY OF SEDALIA
INSTRUCTION TO BIDDERS

01. Opening Location
The Bids will be opened at the City of Sedalia, Mayor's Conference Room, 200 S. Osage, Sedalia, MO 65301 in the presence of the City Clerk's staff at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. 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 Bid delivered to the City Clerk's Office for receipt on or before the due date and time indicated. If a Bid 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. Bids may be mailed to the City Clerk's Office and accepted if the signed bid form and required information was mailed and received prior to the due date and time. ***Bids sent by e-mail or fax will not be accepted****.*

03. Sealed and Marked
If sent by mail, one (1) original signed Bid shall be submitted in one sealed package, ***clearly marked on the outside of the package with the Invitation for Bid number and shall be addressed to****:*

Office of the City Clerk
City of Sedalia
200 S. Osage
Sedalia, MO 65301

04. 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.

05. 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.

06. Clarification and Addenda
Each bidder shall examine all Invitation for Bid 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 Invitation for Bid shall be made through the Public Works Department in writing or through email to kneel@sedalia.com.. The Public Works Department shall not be responsible for verbal interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Public Works Department at phone number 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 at: http://www.cityofsedalia.com/content/11304/12047/default.aspx.

07. IFB Expenses
All expenses for making Bids to the City are to be borne by the bidder.

08. 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 period of 365 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.

09. 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 Invitation for Bid. 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 lowest and best responsible bidder shall mean the bidder who makes the lowest and best 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.

10. Reserved Rights
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.

11. 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 the purchase, 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 after final payment.

12. 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.

13. 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.

14. Collusion

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder 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.

15. 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.

16. 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.

17. IFB Forms, Variances, Alternates

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

18. Bid Form

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed 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.

19. 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. Modifications submitted by telephone, fax, or email will not be considered.

20. No Bid

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

21. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the 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.

22. Prices Bid

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of 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 special conditions). 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 annual contract. Bid price(s) and conditions must be valid for 365 days after bid opening. The City may, at its sole option, extend the contract for up to four (4) additional one-year terms upon written notice to the Contractor and acceptance of such extension by the Contractor.

23. 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 shall be the price used in determining award(s).

24. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. 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" is stated.

25. Deviations to Specifications and Requirements

When bidding on an "or equal," 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, 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 Bid. The absence of listed deviations at the time of submittal of the Bid 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 supplies, material and/or equipment when delivered.

26. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up any remaining product from the City at no expense to the City. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

27. Quality Terms

The City reserves the right to reject any or all supplies or materials if, in its judgment, the item(s) reflects unsatisfactory workmanship, manufacturing, or shipping damages.

28. Tax-Exempt

The City is exempt from sales taxes and Federal Excise Taxes: Exemption from Missouri Sales and Use Tax on Purchases ID Number:12493333.

29. Awards

a. *Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.*

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 Bids failing to meet the City's specifications or requirements, make multiple awards, no award or waive any minor irregularity or technicality in Bids received. Further, theCity reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements.*

c. *If in the City's opinion, the lowest bid is not the 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 responsible bidder, the City shall take into consideration the qualities of the articles supplied, their conformity with the 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 Invitation to Bid 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 to the Bidder(s) whose Bid(s) (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

30. 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.

31. 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.

32. 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.

33. 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.

34. 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 affirmatively ensure that in any contract 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.

35. Bid Tabulation
Bidders may request a copy of the bid tabulation of the Invitation for Bid from the City Clerk's Office.

36. 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.

37. Additional Purchases by Other Public Agencies
The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment, materials or services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

38. Order of Precedence
Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

39. Affidavit for Service Contracts
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.

40. 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.

CITY OF SEDALIA

GENERAL TERMS AND CONDITIONS

IFB #2027-014

1. **Purpose:** This document constitutes an Invitation for Bid from prospective bidders for the establishment of a contract or contracts to supply various types of rock to the City of Sedalia's Public Works Department whose office is located at 200 S. Osage St., in Sedalia, Missouri 65301, in accordance with the requirements and provisions stated herein.

2. **Term:** One year beginning on date of award. The City may, at its sole option, extend the contract(s) for up to four (4) additional one-year terms upon written notice to the Contractor(s) and acceptance of such extension by the Contractor(s).

3. **Contract/Contracts:** The City of Sedalia may elect based upon bids received to award multiple contracts, a single contract or no contract 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 year from the date of award. The bid price in contract extension years one (1) through four (4) may only be adjusted annually by the same percentage as the increase in the general price level as measured by the Consumer Price Index for All Urban Consumers for the United States, or its successor index, as defined and officially recorded by the United States Department of Labor or its successor agency. Based on current pricing available the City, at the time of contract extension, at the City's sole discretion, the City may elect not to extend the Contract if the annual adjustment of pricing is above the cost charged for similar products available through cooperative agreements or via a re-bid by the City.

5. **Estimated Quantity:** The quantities indicated in this bid document are estimates that pertain to the total aggregate quantities that may be ordered incrementally multiple times throughout the contract period and each extension. The estimates do not indicate single order amounts unless otherwise stated. The City of Sedalia makes no guarantees about single order quantities or total aggregate order quantities.

6. **Delivery:** The City is seeking a Contractor that shall provide delivery within ten (10) calendar days from date of the purchase order.

   All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday. No deliveries will be accepted before 8:00 a.m. or after 3:00 p.m. unless otherwise arranged by the Contractor with the City.

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. The Contractor shall provide a printout of the actual weight of materials comprising a load for each delivery.

8. **Purchasing Card Program**: Bidders should have the ability to accept the City's credit card for payment. City departments are encouraged to use their purchasing cards to order from this annual contract. In the event the department does not use the purchasing card, a written purchase order will be issued.

9. **Specifications:** Bidders shall include with their bid specification sheets information sufficient for thorough evaluation. Failure may be cause for rejection as non-compliant.

10. **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.

11. **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 of Sedalia are exempt from the reference requirement.

12. **Adequate Stock:** The successful bidder shall be required to maintain an adequate stock for immediate delivery upon notification. 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/supply.

13. **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.

14. **"Or equal":** 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" 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, 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.**

15. **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.

16. **Liens, Claims and Encumbrances:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

17. **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.

18. **Insurance Coverage:** The Contractor must be able to furnish comprehensive or commercial general liability insurance of not less than $3,000,000 general aggregate, $1,000,000 each occurrence, and $4,000,000 umbrella aggregate. Submit evidence of the ability to provide coverage in this amount. Be able to furnish proof of commercial automobile liability insurance for bodily injury and/or property damage with $500,000 combined single limits per occurrence and in the aggregate. Attest to the provision of statutory Worker's Compensation Insurance for all Contractor employees working in relation to this Agreement with the City.

    The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Sedalia.

19. **Time of Completion:** Time is of the essence. If deliveries or completion times are not made at the time as specified in the Contractor's bid, 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.

20. **Questions and Addendum:** All questions must be received by the City of Sedalia Public Works Department in writing (e-mail) to the attention of Kacie Neel, Chief Office Administrator at kneel@sedalia.com or via phone at 660-827-3000 at least 7 days before the bid due date. No addendum will be issued less than five days before the bid due date.

    All addenda will be provided on the City's website at:

http://www.cityofsedalia.com/content/11304/12047/default.aspx.

Bidders are responsible for monitoring the website for addenda.

21. Termination of Contract:

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.

22. 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.

23. 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 delivery date.

24. Non-exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor/Vendor.

25. 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.

26. 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.

CITY OF SEDALIA
IFB #2027-014

ROCK MATERIAL

SPECIFICATIONS

1. The City seeks to establish on-going purchasing agreement(s) for various types of rock.

2. Materials supplied under any price agreement awarded under this IFB shall comply with the quality and gradation requirements of the 2026 Edition of the Missouri Standard Specifications for Highway Construction and any revisions thereto. The relevant section numbers from the specification handbook are listed with the product descriptions in the IFB when applicable. When materials for routine projects are needed, the Street Department will use awarded price agreements to choose a vendor based on factors such as gradation, cost analysis, availability and the project proximity (hauling distance) from each quarry location.

3. The following grades of rock as detailed in Table 1 below shall be bid including all costs associated with loading of rock into City of Sedalia trucks at the quarry.

Table 1

Item
1” Clean Rock
1” Road Rock
Aggregate Base Material – Type 1 Aggregate (Sec. 1007.2, Type 1) "Spec 8"
1” Size Pug Rock
2” Size Screen Rock
3” Size Screen Rock
6” Size Screen Rock (Base)
Shot Rock
Type 2 Rock Blanket (Rip Rap) (Section 611.30 Rock Blanket, Type 2)
Man Sand Chouteau

3. The City requires rock availability within 10 calendar days from date of purchase order receipt by the quarry.

4. Scale tickets MUST include, on the face of the ticket, the City of Sedalia truck number and the name of the City of Sedalia employee who picked up the material. **Invoices and statements should be mailed** to: City of Sedalia, 200 S. Osage Ave., Sedalia, MO. 65301, Attn: Accounts Payable **or these may be emailed** to: AP@sedalia.com. Note: The City of Sedalia requires vendors to do one or the other (mail or email) and such should be noted on the bid response.

CITY OF SEDALIA
IFB #2027-014
Rock Material

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Bidder:	
Main Business Address	
City, State, Zip Code	
Telephone Number	
Bid Contact Person	
Email Address	

The undersigned, being duly sworn, certifies that he is:

___ the Owner/Sole Proprietor ___ a Member of the Partnership ___ an Officer of the Corporation ___ a Member of the Joint Venture

herein after called the Bidder and that the members of the Partnership or Officers of the Corporation are as follows:

_____ _____
(President or Partner) (Vice-President or Partner)

_____ _____
(Secretary or Partner) (Treasurer or Partner)

Further, as Contractor, declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the City Clerk, 200 S. Osage Street, Sedalia, Missouri 65301, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the Contractor proposes and agrees, if this bid is accepted, to provide all necessary materials, supplies and/or products, including delivery transportation and recycling services necessary to furnish all the materials, supplies and/or products specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Missouri and that this Certification is binding upon the Bidder and is true and accurate. Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either bid rigging or bid-rotating.

The affiant deposes and says that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct. If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. *(Attach a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)*

Finally, the Contractor agrees to do all other things required of the Contractor by the contract documents, and that the Contractor will take in full payment therefore the sums set forth in the bidding schedule.

Signature of Bidder also authorizes the City to verify business references.

_____
(Signature of Authorized Representative)

_____
(Title of Person Signing)

_____

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CITY OF SEDALIA
IFB #2027-014

(Date)

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CITY OF SEDALIA
IFB #2027-014
ROCK MATERIAL
REFERENCES

The bidder must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, supplies or parts for a period of not less than six (6) months. The bidder verifies that they have provided equipment, supplies or parts contained in this contract to the following parties with needs similar to that of the City and authorizes the City to verify references of business and credit at its option.

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

COMPANY NAME:	
ADDRESS:	
CONTACT PERSON:	
TELEPHONE NUMBER:	

STATE NUMBER OF YEARS COMPANY HAS BEEN IN BUSINESS: _____

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CITY OF SEDALIA
IFB #2027-014

BID FORM – PROPOSAL

ROCK MATERIAL

SUBMITTED BY_____
(Company Name)

Pursuant to and in accordance with the above stated Invitation for Bid, the above signed hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below as indicated below including delivery schedule, as detailed, and according to the prices products/services information submitted in the bidder response.

ITEM	QTY IN TONS	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	2,000	1" Clean Rock Available for pick-up:_____days after receipt of order.	$_____ PER TON	$_____
2.	3,000	1" Road Rock Available for pick-up:_____days after receipt of order.	$_____ PER TON	$_____
3.	3,000	Aggregate Base Material – Type 1 Aggregate Available for pick-up:_____days after receipt of order.	$_____ PER TON	$_____
4.	1,000	1" Size Pug Rock Available for pick-up:___days after receipt of order.	$_____ PER TON	$_____
5.	1500	2" Size Screen Rock Available for pick-up:___days after receipt of order.	$_____ PER TON	$_____

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6.	100	3" Size Screen Rock Available for pick-up:___days after receipt of order.	$_____ PER TON	$_____
7.	300	6" Size Screen Rock Available for pick-up:___days after receipt of order.	$_____ PER TON	$_____
8.	300	Shot Rock Available for pick-up:___days after receipt of order.	$_____ *PER TO*N	$_____
9.	500	Type 2 Rock Blanket (Rip Rap)	$_____ *PER TO*N	$_____
10.	5000	Man Sand Chouteau Delivery only FOB 901 E 3rd, Sedalia MO 65301	$_____ *PER TO*N	$_____
			TOTAL	$_____

NOTE: Estimated Quantity: The quantities indicated in this bid document are estimates that pertain to the **total aggregate quantities** that may be ordered incrementally at multiple times throughout the contract period and each extension. The City of Sedalia makes no guarantees about single order quantities or total aggregate order quantities.

Bidder should mark one option for submittal of invoices.

Invoices will be: Mailed _____ E-mailed _____ to the City of Sedalia by the Vendor

ACCEPT CITY'S CREDIT CARD: YES_____NO_____

Prompt Payment Discount _____%_____Days, Net _____Days

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CITY OF SEDALIA
IFB #2027-014
ROCK MATERIAL
AFFIDAVIT OF COMPLIANCE

To be submitted with vendor's Bid

_____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 Invitation for Bid and agree to abide by all submitted pricing, delivery, terms and conditions of this Bid unless otherwise stipulated herein.

Company Name _____

By _____
(Authorized Person's Signature)

_____
(Print or type name and title of signer)

Company Address_____

_____

_____

Telephone Number _____

Fax Number: _____

Date: _____

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Email _____

Federal Tax ID No._____

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CITY OF SEDALIA

ROCK MATERIAL

STATEMENT OF "NO BID"

IFB #2027-014

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

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #2027-014** FOR ROCK MATERIAL FOR THE FOLLOWING REASON(S):

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

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

_____

_____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____