

# Invitation for Bids

## 2024-019

### Hay Production on City Properties

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### City of Sedalia, Missouri

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March 2, 2024

City of Sedalia  
Public Works Department

**Questions Due:** March 18, 2024  
**Due Date:** March 25, 2024  
**Due Time:** 2:30 PM CDT  
**Location:** City of Sedalia  
Office of the City Clerk  
200 S. Osage Avenue  
Sedalia, Missouri 65301

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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 no later than three (3) business days prior to the bid opening date.

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**Hay Production on City Properties**

**SECTION 1: INSTRUCTIONS TO BIDDERS**

**01. Opening Location**

*The Bids will be opened at the City of Sedalia, Council Chambers, 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 March 18, 2024 to allow responses to be posted on the City's website by 4:00 p.m. on March 19, 2024. No addenda will be posted after March 19, 2024 at 4:00 p.m.*

**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.*

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

*All sealed bids must be received in the CITY CLERK'S OFFICE no later than 2:30 p.m. Central Daylight Time, on Monday, March 25, 2024 and must be addressed to:*

City Clerk's Office  
Attn: IFB 2024-019 Response  
City of Sedalia  
200 S. Osage Ave.  
Sedalia, MO 65301

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

**04. Sealed and Marked**

*All submittals must include one (1) original signed Bid and three (3) copies marked as "IFB 2024-019: Hay Production on City Properties"*

**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@sedalia.com](mailto:enations@sedalia.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 660-827-3000 ext. 1166, or to check the City's website to determine if addenda were issued and to make such addenda a part of their bid.*



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**08. IFB 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 90 days 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 responsible bidder shall mean the bidder who makes the 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.*

**11. 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.*

**12. 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.*

**13. 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. In addition, 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.*

**14. 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.*

**15. 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*

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*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.*

**16. 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.*

**17. 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.*

**18. 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 sixty (60) 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.*

**19. 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.*

**20. Prices Bid**

*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.*

*The City of Sedalia is awarding a three-year contract. Bid price(s) and conditions must be valid for sixty (60) days after bid opening. Further, the IFB provides for up to two one-year extension periods.*

**21. 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.*

**22. Awards**

- a. *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.*
- b. *If in the City's opinion, the bid is not the best and most responsible bid, the right is reserved to make awards as determined solely by the judgment of the City. In determining the 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.*
- c. *The Contractor's failure to meet the mandatory requirements will result in the disqualification of the Contractor's bid from further consideration.*
- d. *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.*



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- e. 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 best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

**23. 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.*

**24. Length of Contract**

*The length of the Contract shall be for 3 years with two (2) 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.*

**25. 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.*

**26. Reservation of City Rights**

- a. *The City reserves the right to request clarification of information submitted and to request additional information of one (1) or more bidders.*
- b. *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.*
- c. *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.*
- d. *The City reserves the right to reject bids from bidders that are serving other entities in a manner that creates a conflict of interest.*

**27. Bidder Tabulation**

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

**28. 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.*

**29. 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.*

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## SECTION 2: SCOPE OF WORK

### 1. General

The City of Sedalia (hereinafter referred to as "City") is soliciting sealed bids for the purpose of mowing, baling, and removing hay from various City owned properties (however, any crop found to be acceptable by the City will be considered). Some of the lots listed may require more than one cutting depending on acreage and weather conditions. In addition, this is a no cost contract to the City (i.e. the City is not paying for any work or product obtained for the properties).

## SECTION 3: GENERAL TERMS AND CONDITIONS

1. **Purpose:** This document constitutes an IFB to prospective bidders for the establishment of a contract for mowing, baling and removing of hay from City properties listed below in Sedalia, Missouri 65301, in accordance with the requirements and provisions stated herein.
  2. **Term:** Initial agreement for three years. Further, the IFB provides for up to two (2) one-year contract extension periods upon mutual agreement of the parties.
  3. **Contract/Contracts:** The City of Sedalia may elect based upon bids received 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 best offer(s) received.
  4. **Escalation/De-Escalation:** Bid prices shall remain firm for a period of sixty (60) days from the date of award.
  5. **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 materials prepared by the Contractor shall, at the option of the City become its property. 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:** 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.
6. **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.



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- 7. 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.
- 8. 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.
- 9. Independent Contractor:** The parties agree that Contractor is 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.
- 10. 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.
- 11. 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.

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.

- 12. 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,

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observations, documents on the cost, progress, and performance of the work and Contractor's safety precautions and programs.

- D. 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.
- E. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

**13. Services, Materials, and Equipment:** 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 completion of the work as described in the Scope of Work.

**14. 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 14.B), whether initially or as a 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 required to identify 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.
- 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 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.
- E. 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.



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**15. 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).

**16. 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.

**17. Use of Site and Other Areas:**

- A. *Limitation on Use of Site and Other Areas:* 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.
- B. *Cleaning:* Prior to Completion of the work, the Contractor shall 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.

**18. Owner May Stop the Work:** If the Contractor fails to perform the work in such a way that the completed work will not 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, or any other individual or entity, or any surety for, or employee or agent of any of them.

## **SECTION 4: EVALUATION AND SELECTION**

### **1. Evaluation and Selection**

The bids will be evaluated by the bid price.

#### **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. 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.

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At the conclusion of the evaluation, 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. 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.



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**SECTION 4: BID FORM**

SUBMITTED BY: \_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or Type Name and Title of Signer)

\_\_\_\_\_  
(Contact Phone)

\_\_\_\_\_  
(Mailing Address)

Pursuant to and in accordance with IFB 2024-019, the above signed hereby declares that they have examined the IFB documents and scope of work listed within the Specifications Section 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 item(s)/service(s) submitted below, including delivery to Sedalia, Missouri in accordance with the delivery schedule indicated below and according to the prices for products/services information submitted by the Bidder.

ITEM	MAP ID	NAME	ADDRESS	ACREAGE	EXTENDED PRICE
1	1	North Sewer Plant	Georgetown Rd.	3.191	
2	1	North Sewer Plant	Hwy. H	12.229	
3	2	Rail Spur	1	5.29	
4	2	Rail Spur	2	15.52	
5	2	Rail Spur	3	5.236	
6	2	Rail Spur	4	4.37	
7	2	Rail Spur	5	9.325	
8	2	Rail Spur	6	25.38	
9	2	Rail Spur	7	11.44	
10	3	Animal Shelter	2420 S. New York	15.65	
11	4	Spring Fork Lake	24688 Spring Fork Rd.	13.184	
12	5	Water Division	28200 Water Works Rd.	10	
13	6	West (Central) Sewer Plant	3000 W. Main	3.179	
14	7	Old Landfill	23195 Cherry Tree Lane	25.018	
15	7	Old Landfill	23195 Cherry Tree Lane	3.277	
16	7	Old Landfill	Rear Land	28.238	
			TOTAL		

Please See Exhibit 1 For Maps

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**AFFIDAVIT OF COMPLIANCE**

To be submitted with bidder's response to the IFB for Hay Production on City Properties

\_\_\_\_\_ 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 2024-019  
Hay Production on City Properties  
EXHIBIT 1

Georgetown Lagoon (15.42 Acres)



Overview



Legend

- Political Townships
- Corporate Limits
- Parcels
- Roads

Parcel ID	108028000007000	Alternate ID	n/a	Owner Address	CITY OF SEDALIA
Sec/Twp/Rng	28/46/21	Class	Exempt		.....
Property Address	GEORGETOWN RD SEDALIA	Acreege	29.33		SEDALIA, MO 65301-000
District	R004				
Brief Tax Description	NWSE E OF SEDALIA GEORGETOWN RD 28 46 21 (Note: Not to be used on legal documents)				

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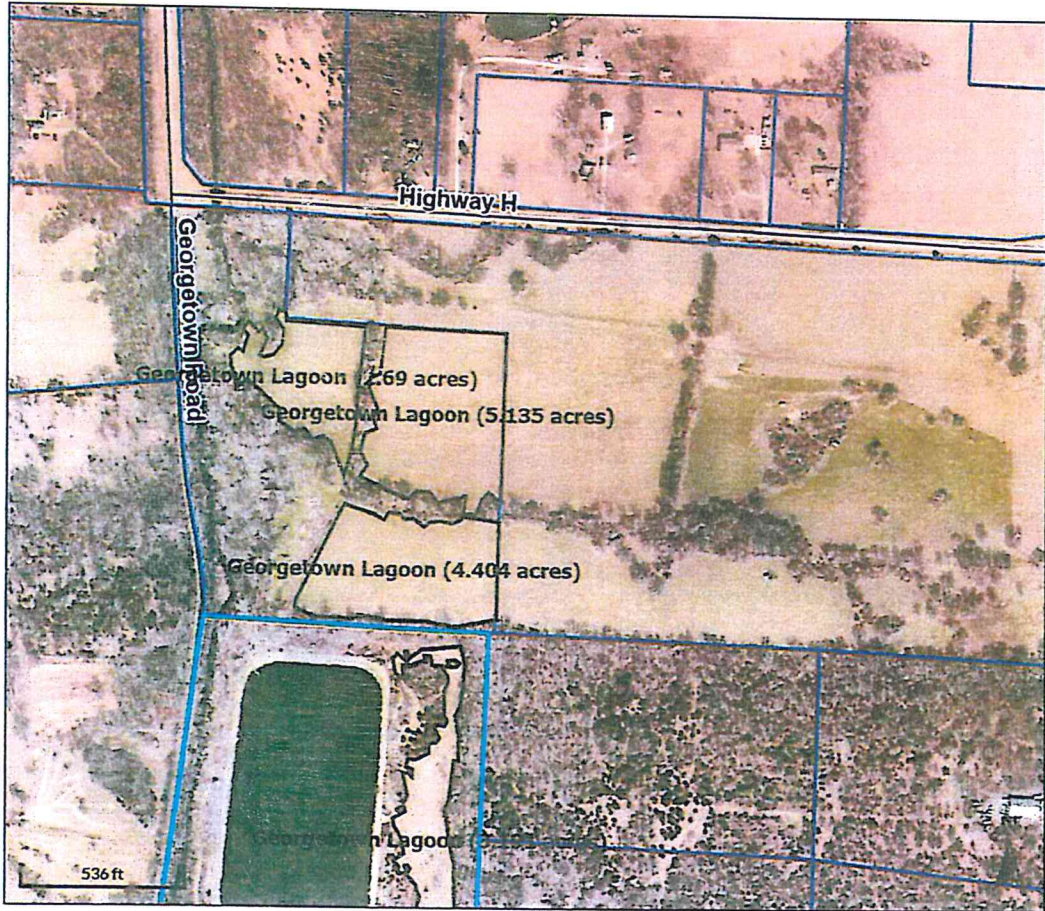
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Georgetown Lagoon (15.42 Acres)



Overview



Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	108028000007000	Alternate ID	n/a	Owner Address	CITY OF SEDALIA
Sec/Twp/Rng	28/46/21	Class	Exempt		.....
Property Address	GEORGETOWN RD SEDALIA	Acreeage	29.33		SEDALIA, MO 65301--000
District	R004				
Brief Tax Description	NWSE E OF SEDALIA GEORGETOWN RD 28 46 21 (Note: Not to be used on legal documents)				

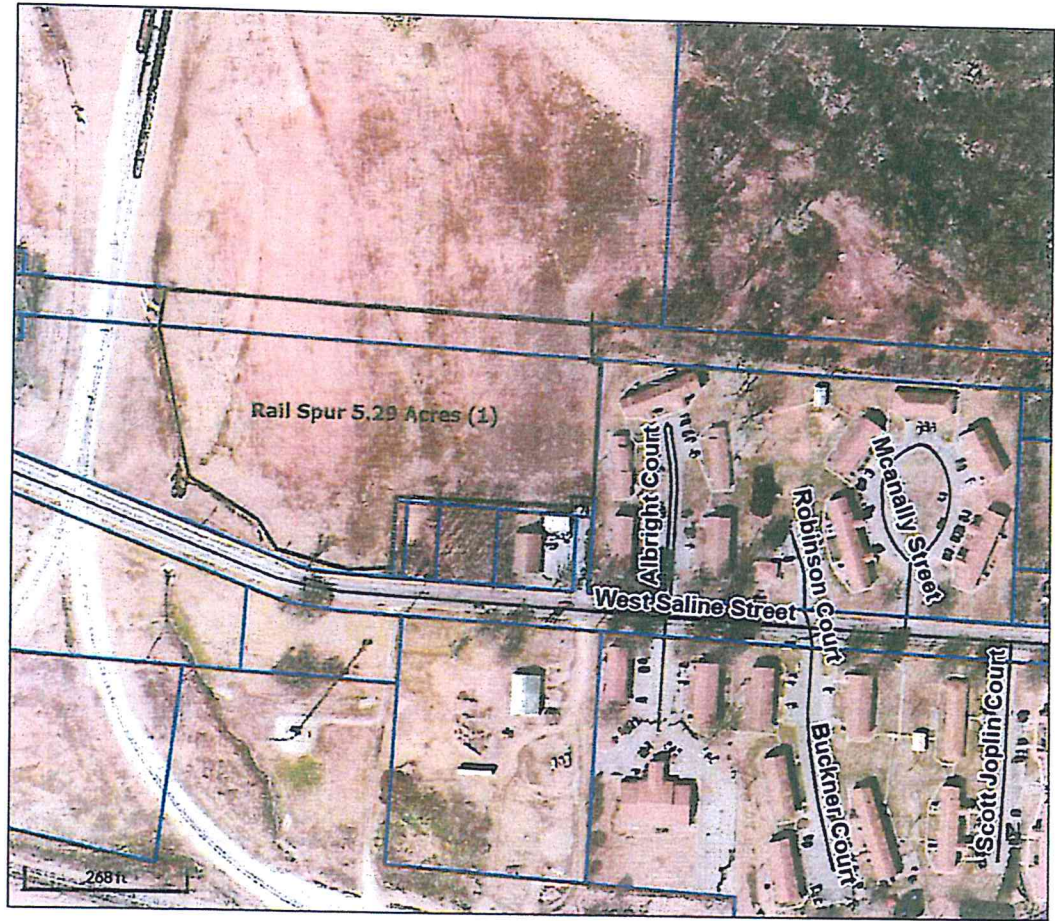
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### Rail Road Spur 5.29 A(1)



**Overview**

**Legend**

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	108034301002000	Alternate ID	n/a	Owner Address	CITY OF SEDALIA
Sec/Twp/Rng	34/46/21	Class	Exempt		.....
Property Address	601 E CLAY	Acreege	3.03		..... ** 00000-0000
	SEDALIA				
District	R001				
Brief Tax Description	BEG 355.10' S OF NW COR NESW, E 479.16'S 257.60'W 400.68'SWLY105.50'N 336.72' TO BEG ACRE 34 46 21 (Note: Not to be used on legal documents)				

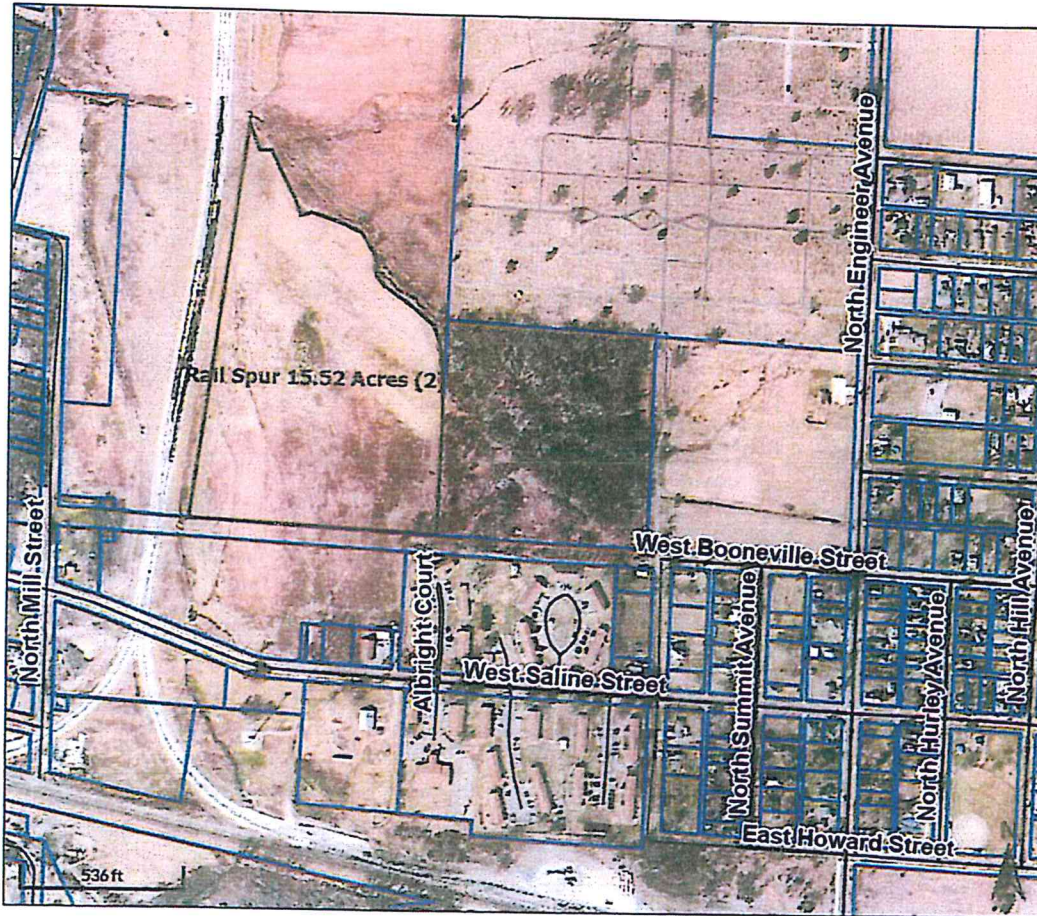
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Rail Spur 15.52 Acres (2)



Overview

Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	108034301002000	Alternate ID	n/a	Owner Address	CITY OF SEDALIA
Sec/Twp/Rng	34/46/21	Class	Exempt		.....
Property Address	601 E CLAY	Acreage	3.03		..... ** 00000-0000
	SEDALIA				
District	R001				
Brief Tax Description	BEG 355.10' S OF NW COR NESW, E 479.16'S 257.60'W 400.68'SWLY105.50'N 336.72' TO BEG ACRE 34 46 21 (Note: Not to be used on legal documents)				

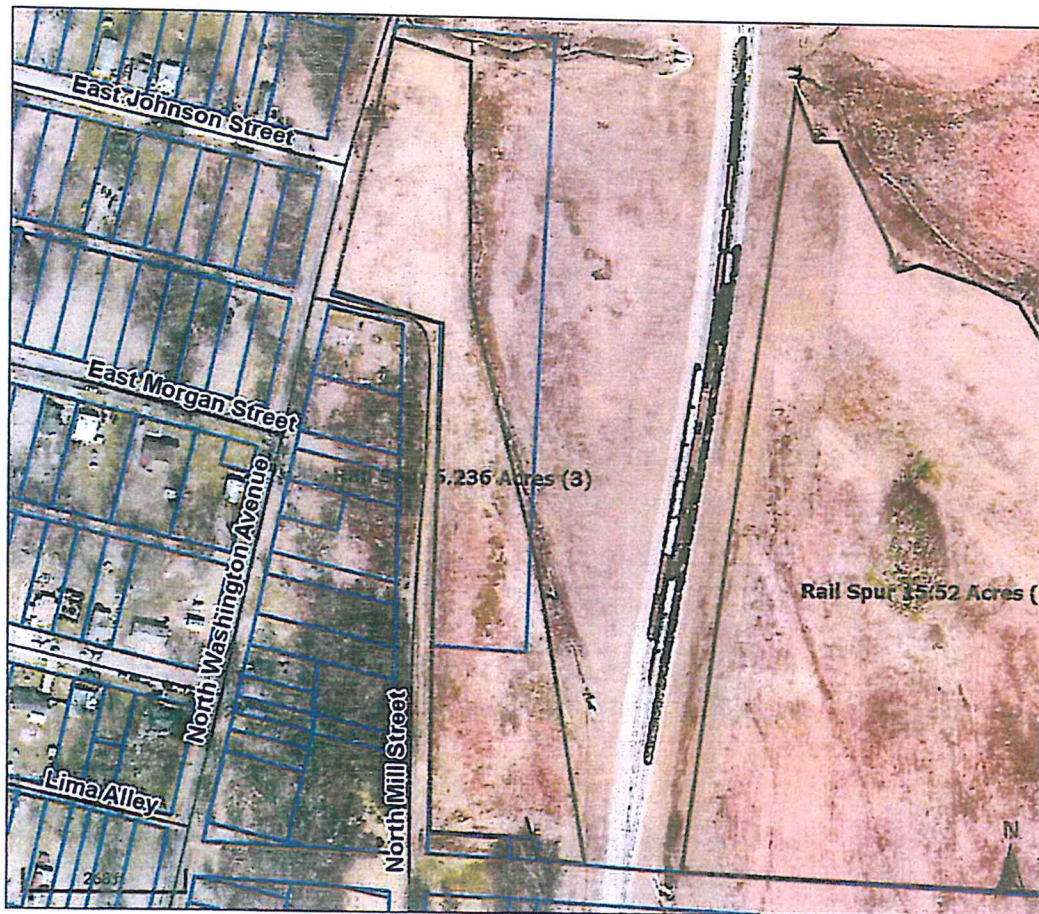
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### Rail Spur 5.236 Acres (3)



Overview

Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	108034301002000	Alternate ID	n/a	Owner Address	CITY OF SEDALIA
Sec/Twp/Rng	34/46/21	Class	Exempt		.....
Property Address	601 E CLAY	Acres	3.03		..... ** 00000-0000
	SEDALIA				
District	R001				
Brief Tax Description	BEG 355.10' S OF NW COR NESW, E 479.16'S 257.60'W 400.68'SWLY105.50'N 336.72' TO BEG ACRE 34 46 21 (Note: Not to be used on legal documents)				

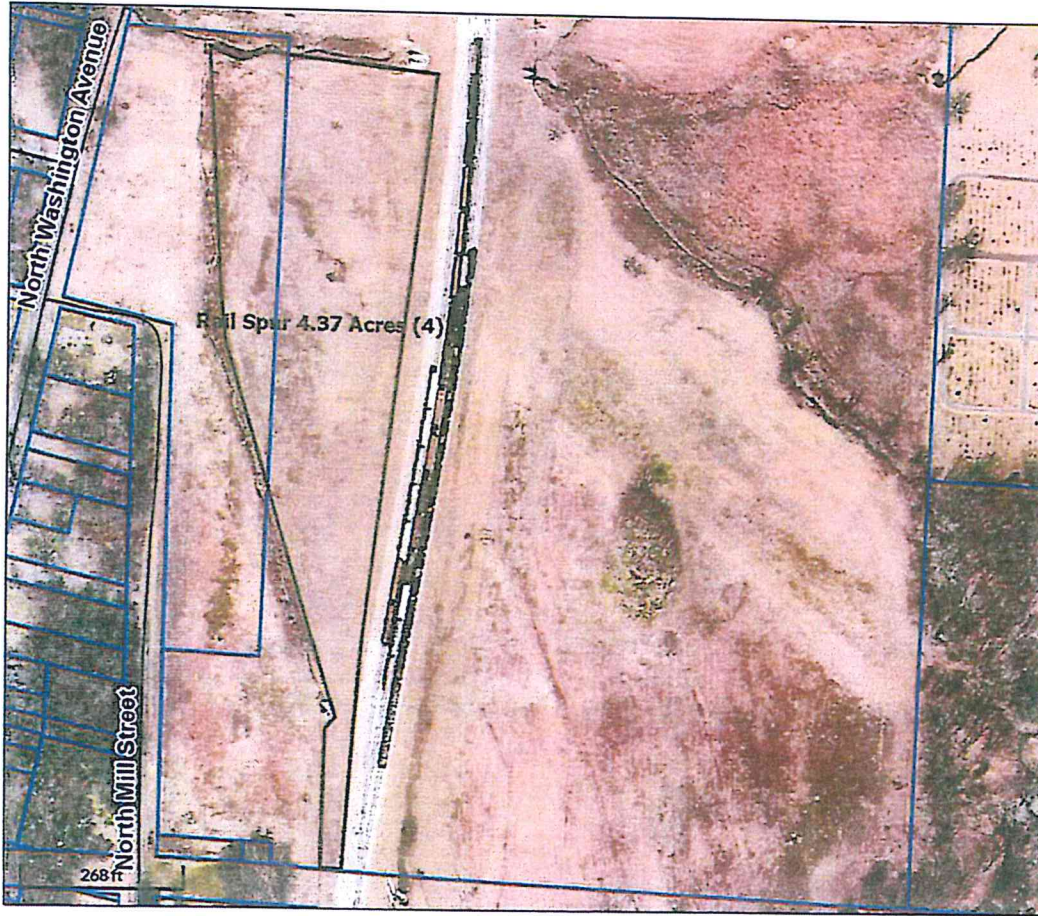
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### Rail Spur 4.37 Acres (4)



Overview

Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	108034301002000	Alternate ID	n/a	Owner Address	CITY OF SEDALIA
Sec/Twp/Rng	34/46/21	Class	Exempt		.....
Property Address	601 E CLAY SEDALIA	Acreage	3.03		..... ** 00000-0000
District	R001				
Brief Tax Description	BEG 355.10' S OF NW COR NESW, E 479.16'S 257.60'W 400.68'SWLY 105.50'N 336.72' TO BEG ACRE 34 46 21 (Note: Not to be used on legal documents)				

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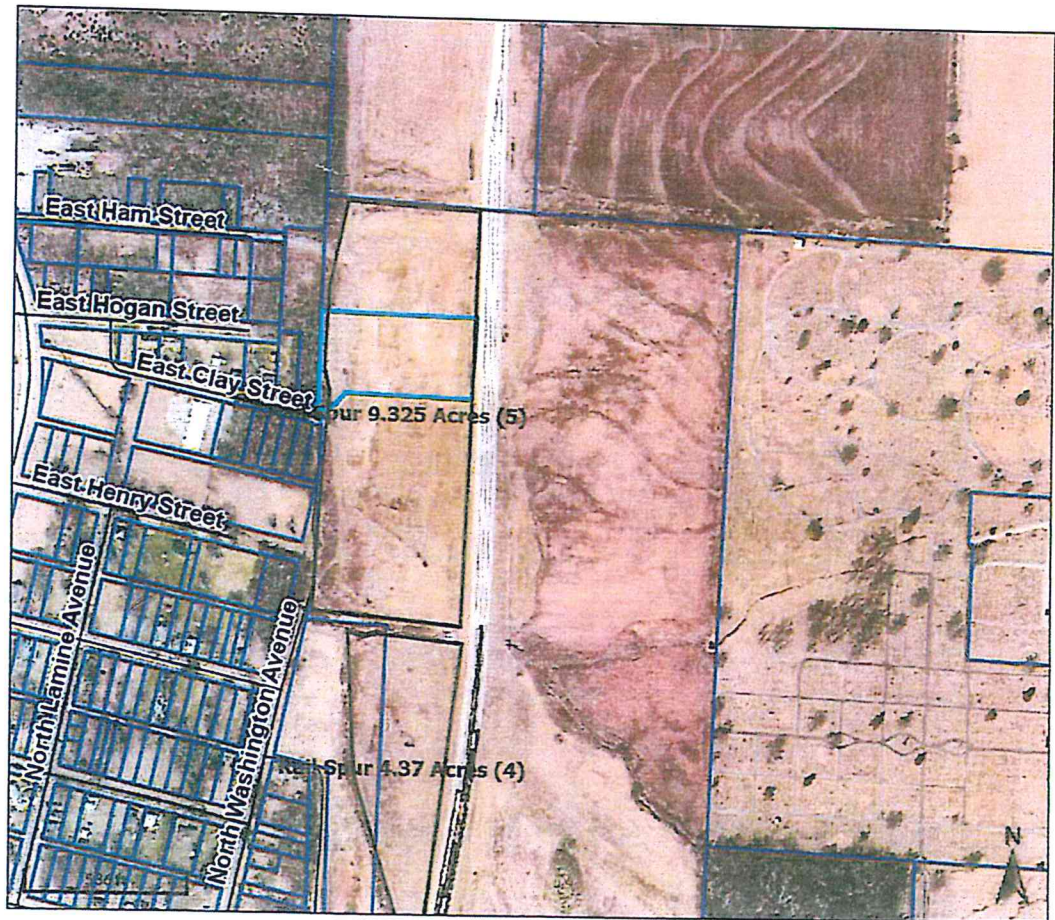
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# Beacon™ Pettis County, MO

## Rail Spur 9.325 Acres (5)



Overview

Legend

- Political Townships
- Corporate Limits
- Parcels
- Roads

Parcel ID	108034301002000	Alternate ID	n/a	Owner Address	CITY OF SEDALIA
Sec/Twp/Rng	34/46/21	Class	Exempt		.....
Property Address	601 E CLAY	Acres	3.03		..... ** 00000-0000
	SEDALIA				

District R001  
 Brief Tax Description BEG 355.10' S OF NW COR NESW, E 479.16'S 257.60'W 400.68'SWLY 105.50'N 336.72' TO BEG ACRE 34 46 21  
 (Note: Not to be used on legal documents)

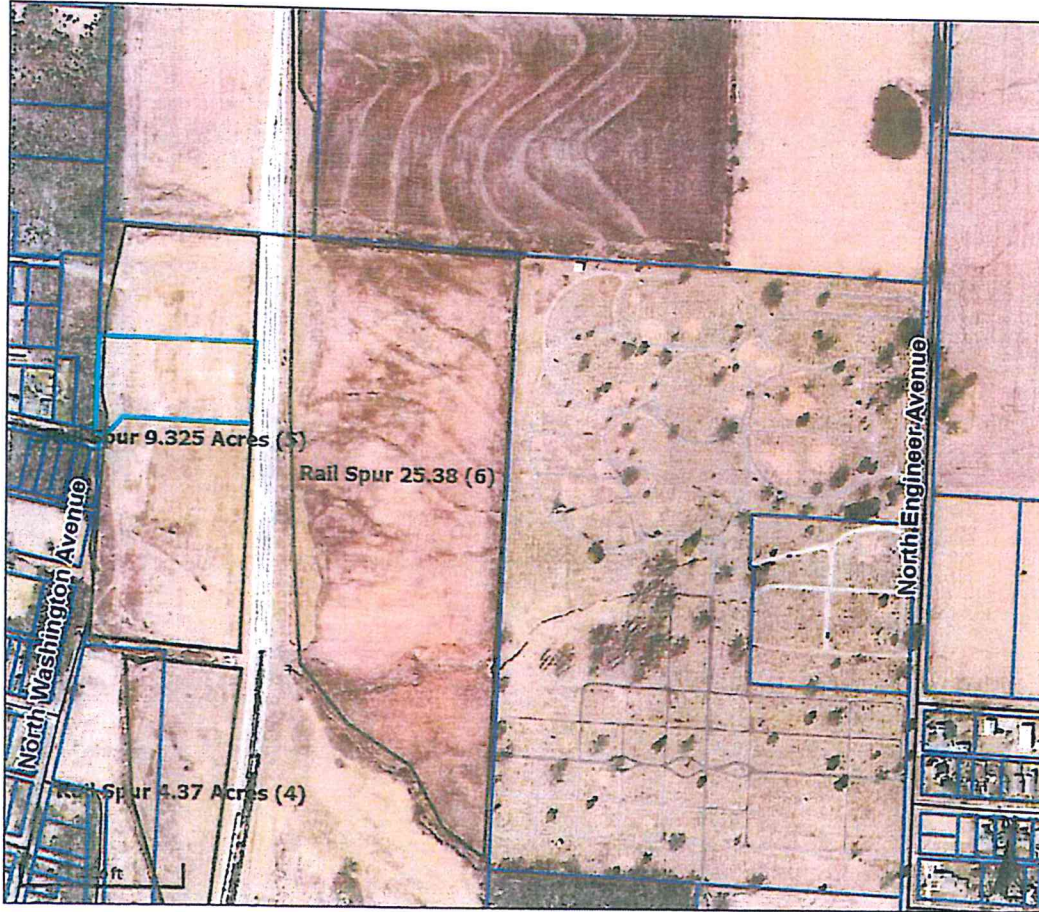
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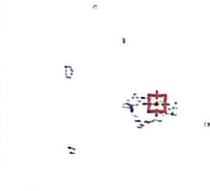
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### Rail Spur 25.38 (6)



#### Overview



#### Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	108034301002000	Alternate ID	n/a	Owner Address	CITY OF SEDALIA
Sec/Twp/Rng	34/46/21	Class	Exempt		.....
Property Address	601 E CLAY	Acres	3.03		..... 00000-0000
	SEDALIA				
District	R001				
Brief Tax Description	BEG 355.10' S OF NW COR NESW, E 479.16'S 257.60'W 400.68'SWLY105.50'N 336.72' TO BEG ACRE 34 46 21				
	(Note: Not to be used on legal documents)				

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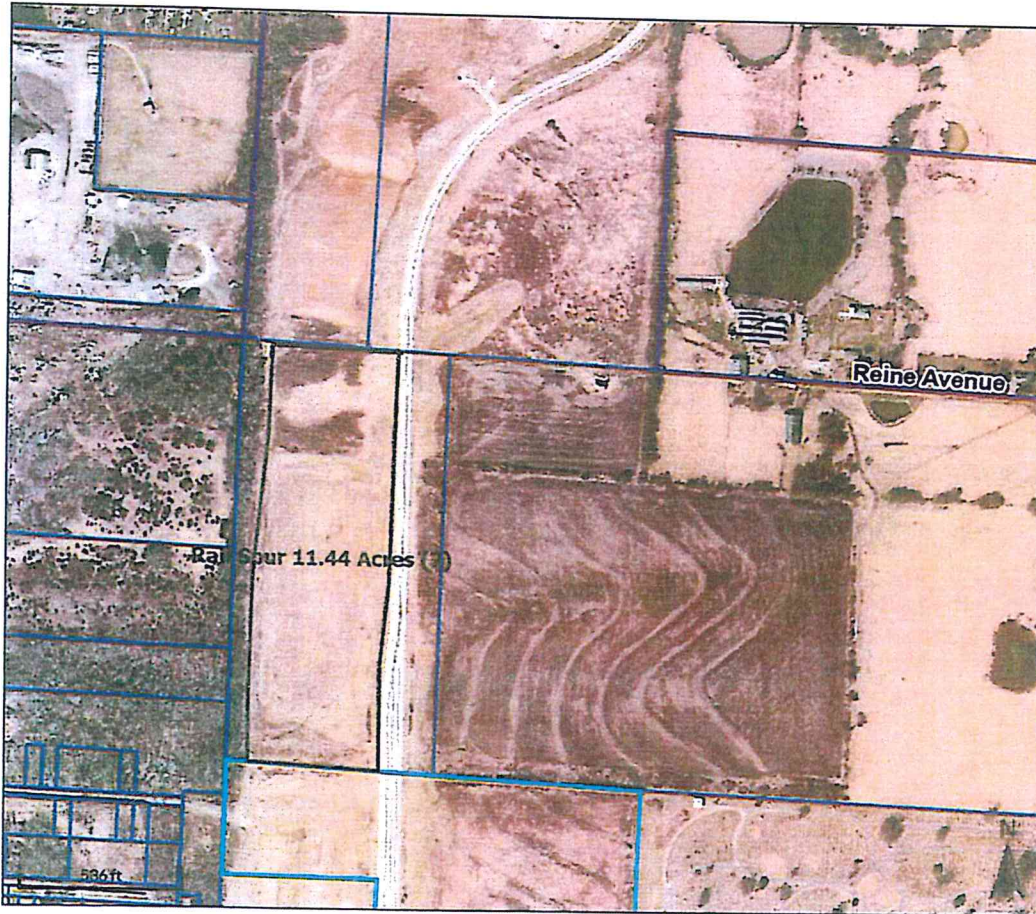
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2

# Beacon™ Pettis County, MO

## Rail Spur 11.44 Acres (7)



### Overview

### Legend

- Political Townships
- Corporate Limits
- Parcels
- Roads

Parcel ID	108034301001000	Alternate ID	n/a	Owner Address	CITY OF SEDALIA
Sec/Twp/Rng	34/46/21	Class	Exempt		.....
Property Address	400 E CLAY	Acreege	69.07		..... ** 00000-0000
	SEDALIA				
District	R001				
Brief Tax Description	NE PT SE SW & PT SW SE(EX 18' E & WX 120' N & S BEG 497' W OF QT SEC LI)& 40A NE SW (EX 2.83A)(EX RD) ACRE 34 46 21				
	(Note: Not to be used on legal documents)				

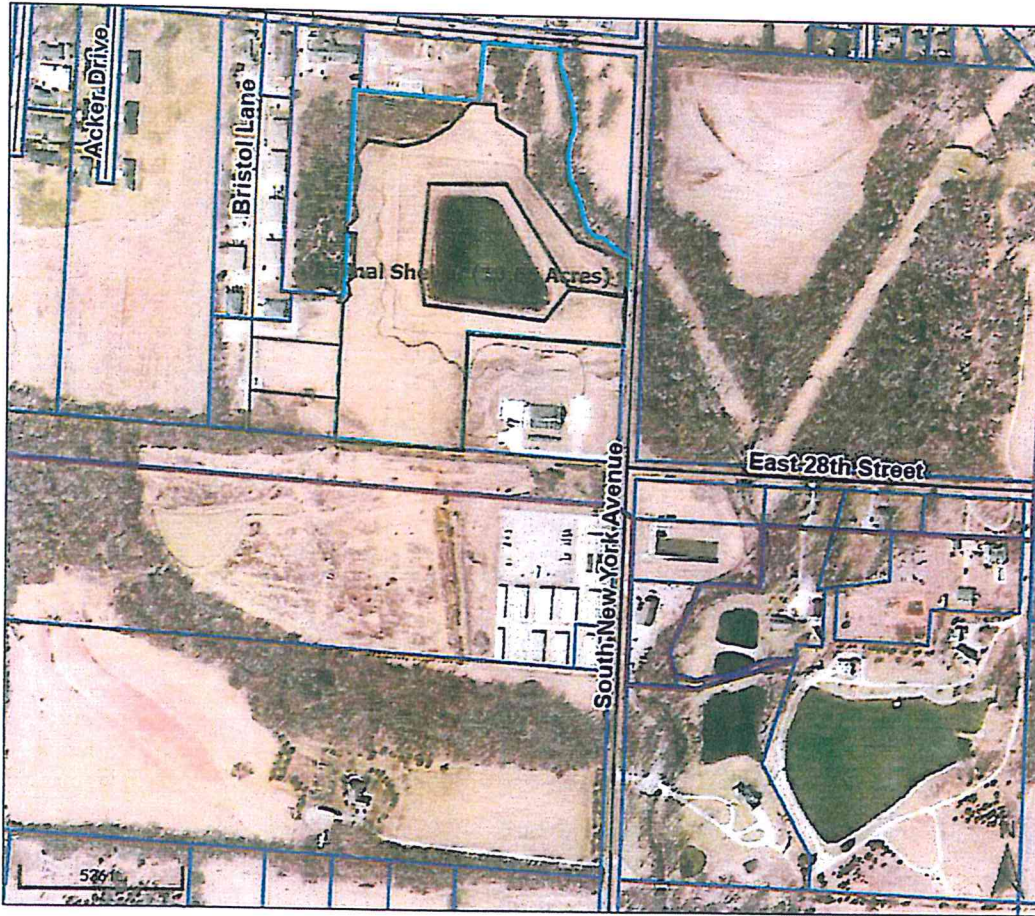
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Animal Shelter (15.65 Acres)



Overview



Legend

- Political Townships
- Corporate Limits
- Parcels
- Roads

Parcel ID	152010401002005	Alternate ID	n/a	Owner Address	CITY OF SEDALIA
Sec/Twp/Rng	10/45/21	Class	Exempt	ATTN: CITY ADMINISTRATOR	
Property Address	NEW YORK SEDALIA	Acreage	18.0	200 S OSAGE SEDALIA, MO 65301-0000	
District	R001				
Brief Tax Description	COMM E QUARTER COR SE TH W 525' TO POB, W 797.67', N 458.45', E 400.17', N 653.17', E 400', N 217.80', E 250.26', S 96.14', SELY 50.56', SELY 28.62', S 94.85', S 162.08', SELY 58.59', SELY 32.35', SELY 86.15', SELY 50.12', SELY 48.81', SE;Y 93.35', SELY 16.67', S 260.60', W 525', S 375' TO POB (EX 4 AC) 10 45 21 (Note: Not to be used on legal documents)				

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# Beacon™ Pettis County, MO

## 24688 Spring Fork Lake (13.184 Acres)



Overview

Legend

- Political Townships
- Corporate Limits
- Parcels
- Roads

Parcel ID	185021000006000	Alternate ID	n/a	Owner Address	SEDALIA WATER CO
Sec/Twp/Rng	21/44/21	Class	Exempt		.....
Property Address	24688 SPRING FORK RD	Acreage	131.18		....., MO .....
District	R012				
Brief Tax Description	E 3/4 N 1/2 NWSE & S 1/2 NWSE & W 1/2 SWSE & E 1/2 SWSE (EX 2.64A SE COR) SESW & S 1/2 NESW 21 44 21				
	(Note: Not to be used on legal documents)				

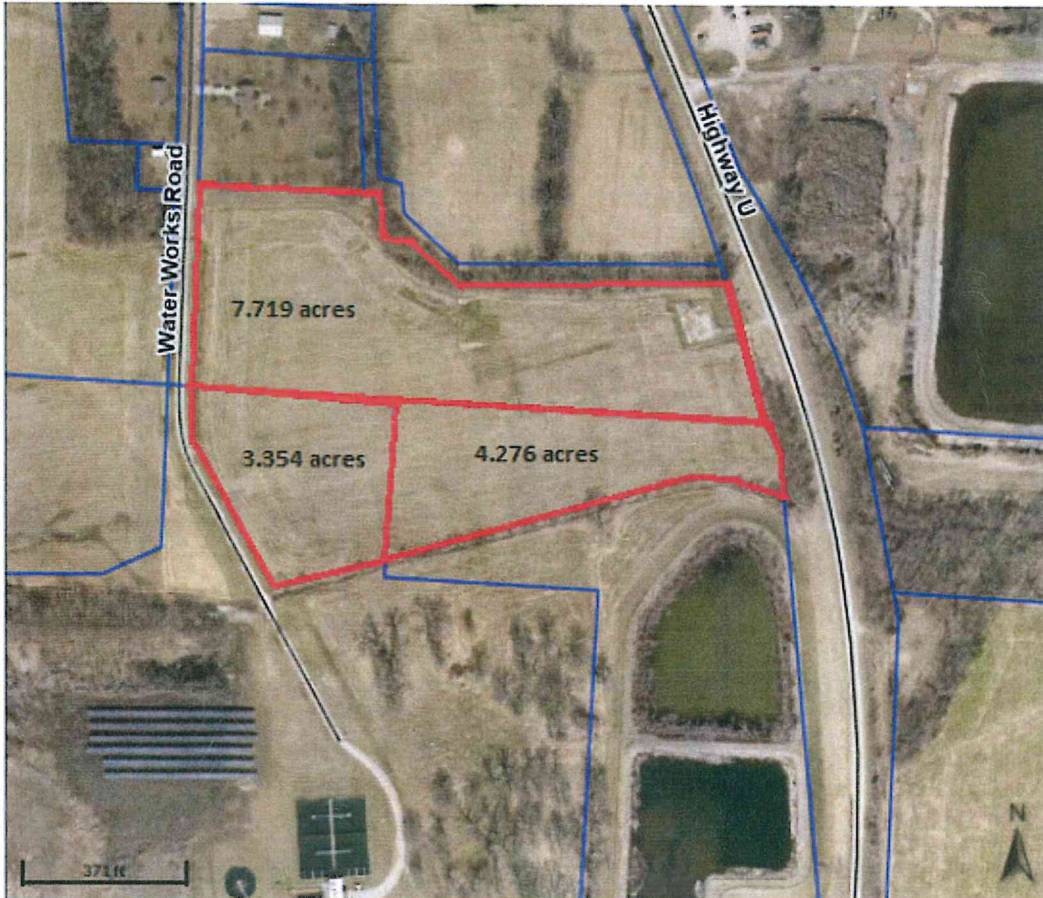
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# Beacon™ Pettis County, MO



### Overview



### Legend

- Political Townships
- Corporate Limits
- Parcels
- Roads

<b>Parcel ID</b>	155015000085000	<b>Alternate ID</b>	n/a	<b>Owner Address</b>	CITY OF SEDALIA
<b>Sec/Twp/Rng</b>	15/45/21	<b>Class</b>	Exempt		(FOR WATER COMPANY)
<b>Property Address</b>	27975 HWY U	<b>Acreage</b>	9.68		.....
	SEDALIA TWP				....., MO .....
<b>District</b>	R004				
<b>Brief Tax Description</b>	ALL FOL W OF HWY U: BEG 747.78' W SE COR SW SE W 1697.52' N 355.08' E 53.13' SE 151.80' E TO PT N OF BEG S TO BEG ALSO 355' N & S X 384' E & W IN SW COR SW SW 15 45 21				
	(Note: Not to be used on legal documents)				

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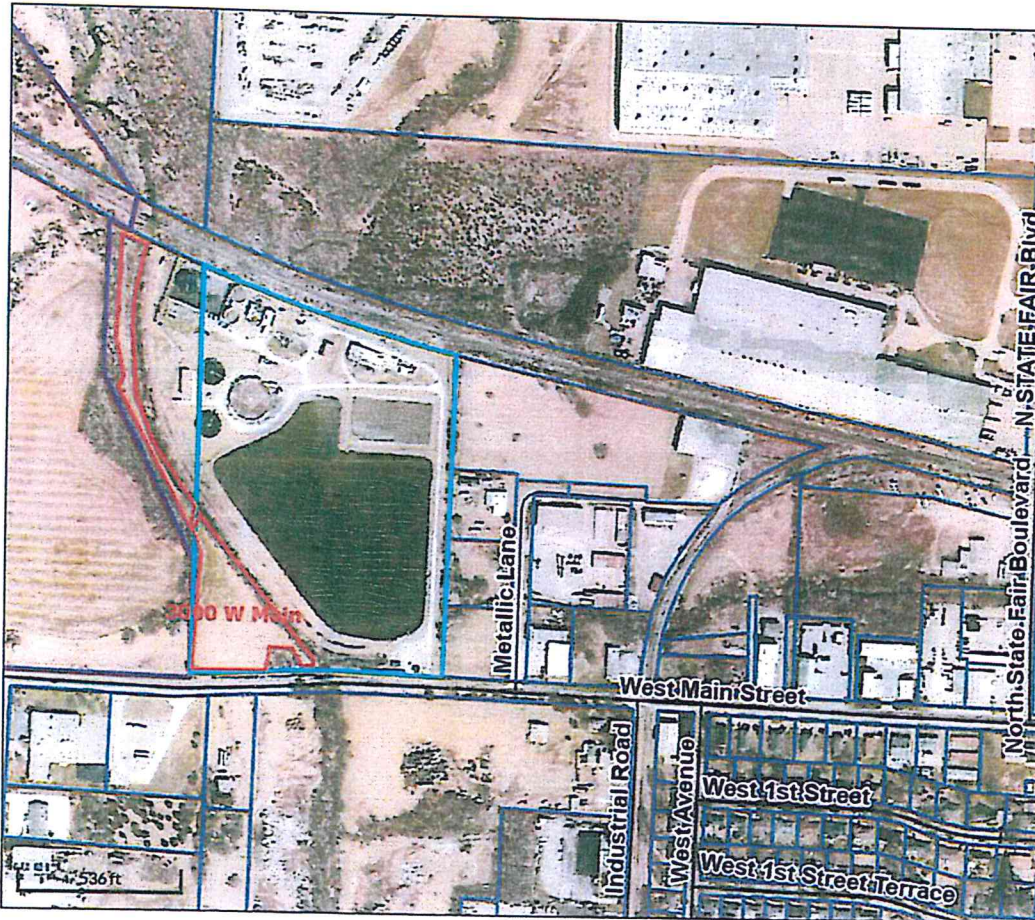
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6

3000 W Main (3.179 acres)



Overview



Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	109032000007000	Alternate ID	n/a	Owner Address	CITY OF SEDALIA
Sec/Twp/Rng	32/46/21	Class	Exempt		200 S OSAGE
Property Address	3000 W MAIN	Acreage	22.0		SEDALIA, MO 65301-0000
	SEDALIA				
District	R001				
Brief Tax Description	BEG SW COR N TO S LI RY SE ALG RY 850' S TO SEC LI W ALG SEC LI TO BEG (EX MAIN STREET RD R/W) 32 46 21				
	(Note: Not to be used on legal documents)				

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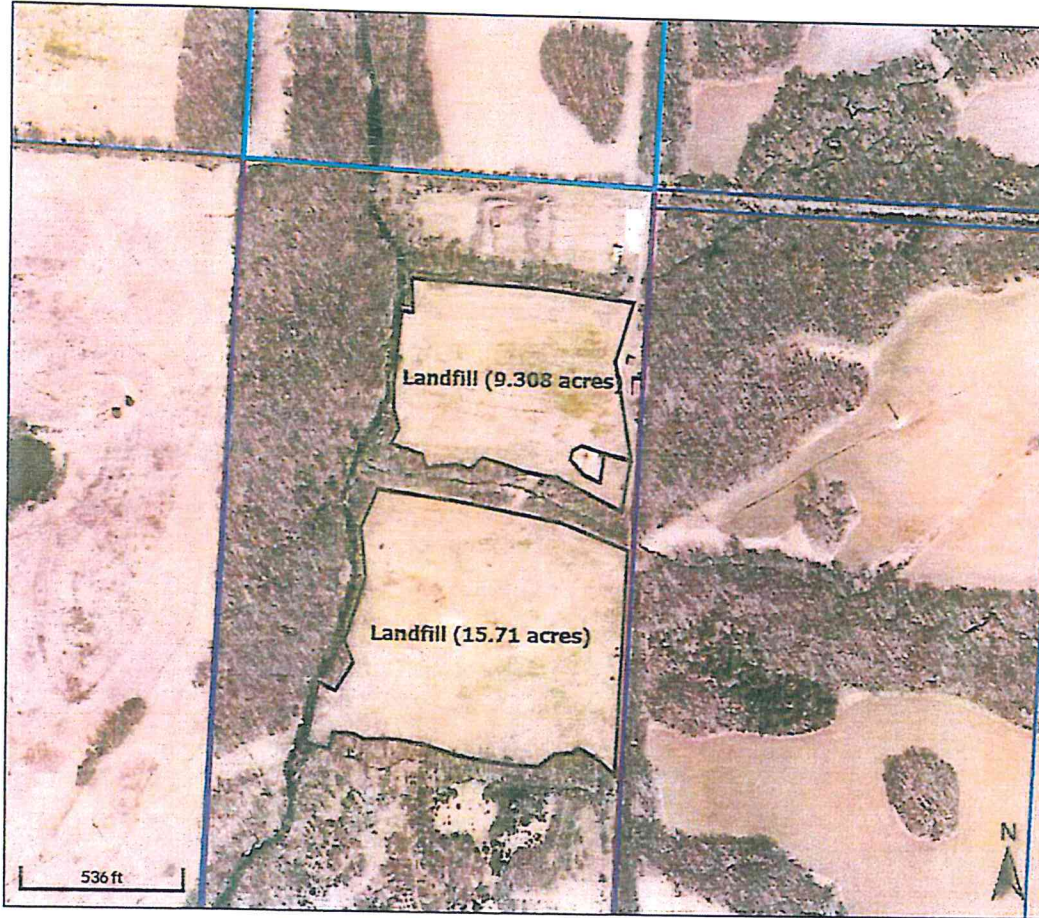
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7

### Landfill Cherry Tree Lane (56.53 Acres)



Overview

Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	109030000002000	Alternate ID	n/a	Owner Address	KREISEL, MICHAEL K & TAMMI K FAMILY TR
Sec/Twp/Rng	30/46/21	Class	Ag Dwelling		22284 CLONEY RD
Property Address	22284 CLONEY RD	Acreage	109.78		SEDALIA, MO 65301-9573
	CEDAR TWP				
District	R015				
Brief Tax Description	W 1/2 NE (EX 100' X 100' N & E S1) & NE NW FR QR 30 46 21				
	(Note: Not to be used on legal documents)				

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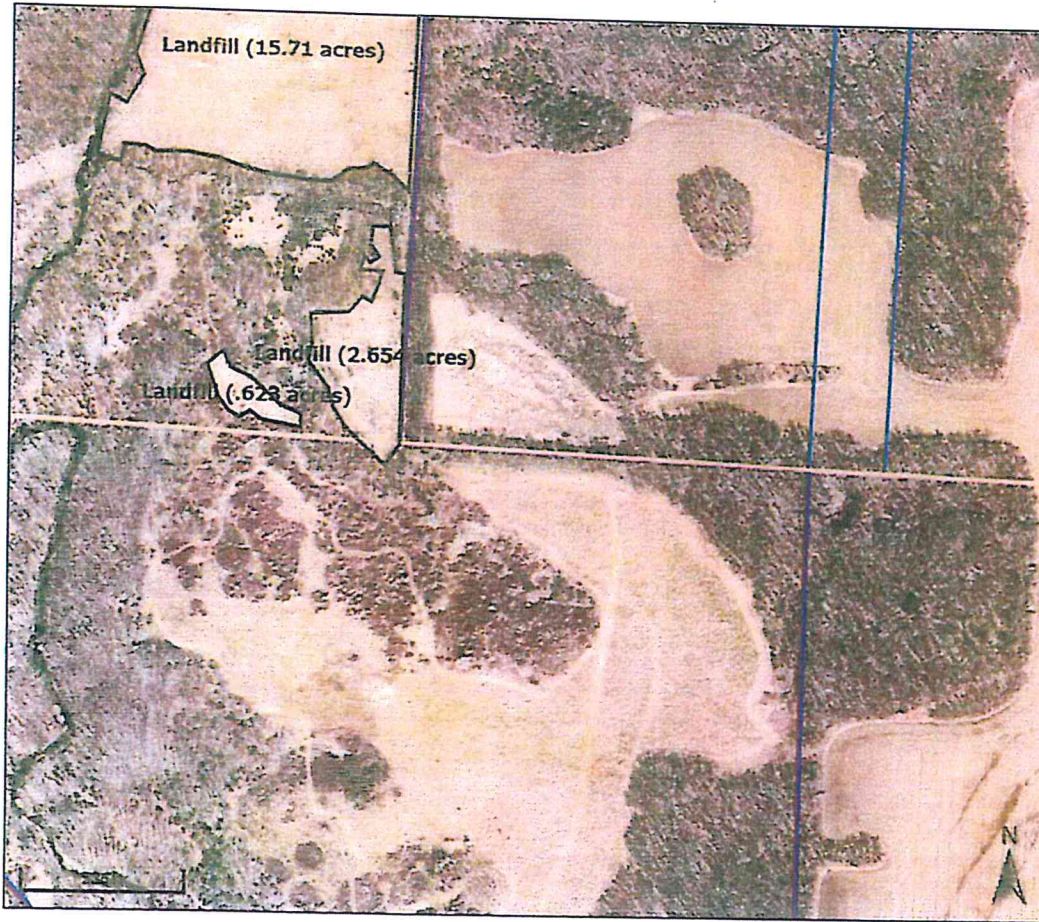
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7

Landfill Cherry Tree Lane (56.53 Acres)



Overview

Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	109030000002000	Alternate ID	n/a	Owner Address	KREISEL, MICHAEL K & TAMMI K FAMILY TR
Sec/Twp/Rng	30/46/21	Class	Ag Dwelling		22284 CLONEY RD
Property Address	22284 CLONEY RD	Acreage	109.78		SEDALIA, MO 65301-9573
	CEDAR TWP				
District	R015				
Brief Tax Description	W 1/2 NE (EX 100' X 100' N & E SI) & NE NW FR QR 30 46 21				
	(Note: Not to be used on legal documents)				

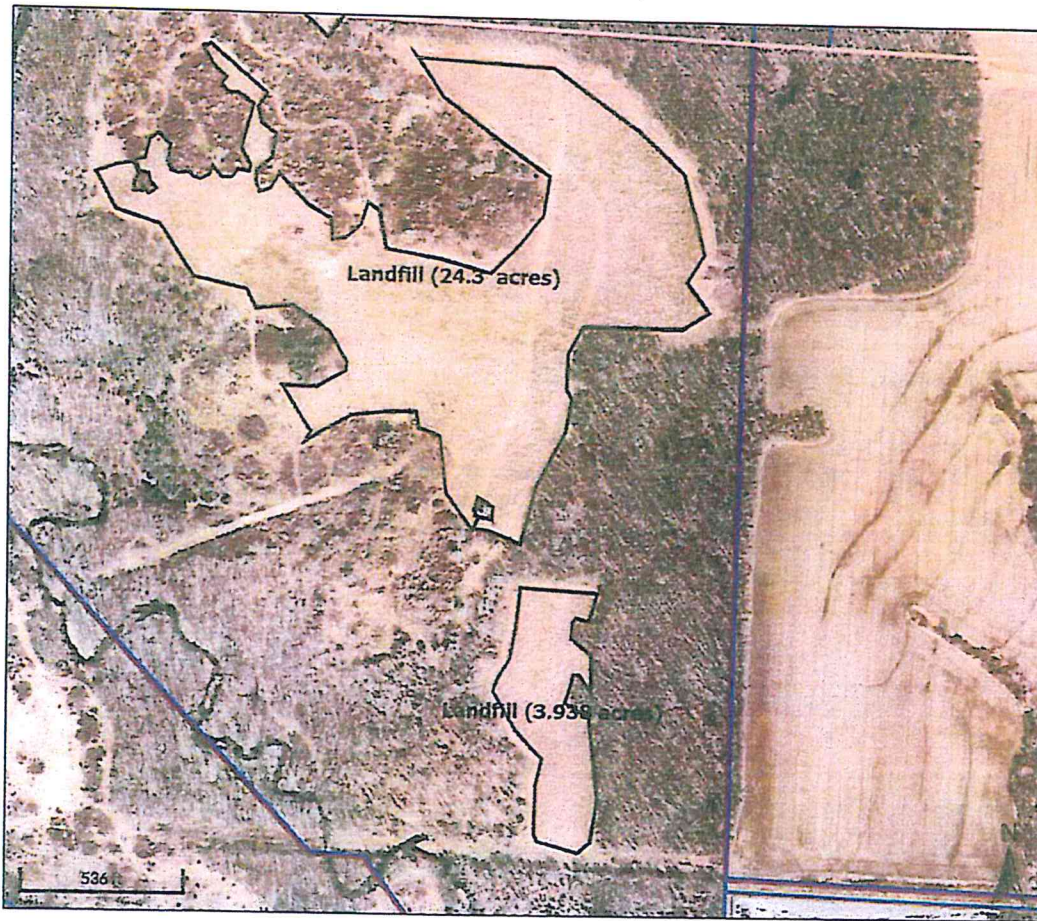
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### Landfill Cherry Tree Lane (56.53 Acres)



Overview

Legend

-  Political Townships
-  Corporate Limits
-  Parcels
-  Roads

Parcel ID	109030000002000	Alternate ID	n/a	Owner Address	KREISEL, MICHAEL K & TAMMI K FAMILY TR
Sec/Twp/Rng	30/46/21	Class	Ag Dwelling		22284 CLONEY RD
Property Address	22284 CLONEY RD	Acreage	109.78		SEDALIA, MO 65301-9573
	CEDAR TWP				
District	R015				
Brief Tax Description	W 1/2 NE (EX 100' X 100' N & E S1) & NE NW FR QR 30 46 21				
	(Note: Not to be used on legal documents)				

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CITY OF SEDALIA  
IFB 2024-019  
Hay Production on City Properties  
EXHIBIT 2 - EXAMPLE  
**LEASE AGREEMENT**

This lease made and entered into this \_\_\_\_ day of \_\_\_\_, 2024, by and between the City of Sedalia, Missouri a municipal corporation, hereinafter designated as “Lessor”, and “\_\_\_\_\_, \_\_\_\_\_”, hereinafter designated as “Lessee”, witnessed:

In consideration of promises and agreements hereinafter set forth, the Lessor does hereby lease to the Lessee and the Lessee does hereby take the premises hereinafter described upon the terms and conditions, as follows:

1. The real estate and premises leased hereunder consists of approximately \_\_\_\_ acres, more or less.  
The leased property is to be used and maintained by Lessee as hay field.
2. Lessor reserves the right to demand possession of all or part of the leased premises at any time for any purpose. No poultry or other animal manure shall be used as fertilizer on the premises. Weeds should be kept to a minimum.
3. The said lease premises shall be used by the Lessee solely for a hay field, and such use shall be such that it will not interfere or otherwise impair the City operations.
4. The term of this Lease shall be from \_\_\_\_\_ to \_\_\_\_\_.
5. The rental to be paid by the Lessee to the Lessor is \_\_\_\_\_ dollars.
6. The agricultural operations and the expenses thereof of maintaining the hay field shall be the sole responsibility of the Lessee.
7. The Lessee does hereby agree to indemnify and hold harmless the Lessor of and from any claims or demands for loss and damages to both property and persons of any kind and nature arising out of the farming and agricultural operations performed by the Lessee or the agents of the Lease.

IN WITNESS WHEREOF, this Lease is executed at Sedalia, Missouri on the date first above written in



CITY OF SEDALIA  
IFB 2024-019  
Hay Production on City Properties

duplicate.

CITY OF SEDALIA

BY: \_\_\_\_\_

Andrew Dawson, Mayor

LESSEE

BY: \_\_\_\_\_

TBD

ATTEST:

\_\_\_\_\_

Jason Myers  
City Clerk