



INVITATION TO BID
CONTRACT DOCUMENTS AND SPECIFICATIONS

Bid No. 24-008 Gravel FY25

Deadline for Sealed
Submissions:

3:00 p.m. local time, Tuesday November 12th, 2024
Public bid opening at this time at West Plains City Hall
Late or faxed bid proposals will be rejected

Submit Sealed Bids
To:

Kristopher Bates Purchasing Agent
City of West Plains
1910 Holiday Ln.
West Plains, MO 65775

Special Instructions:

- Proposal submittal consists of Sections D thru G
- Label the lower left corner of your sealed submittal package with the bid number and name
- Submit one original and one copy of your bid proposal

Direct All Inquiries to:

purchasing@westplains.gov with “Bid No. 24-008 – “Gravel FY25”
in subject line

Last time for questions is 8:00 am Tuesday November 12th, 2024

1910 Holiday Lane, P. O. Box 710, West Plains, MO 65775
PHONE 417-256-7176 FAX 417-256-1880

Note: If this is not included in Bid Packet, wording must be in the General section.

THE CITY OF WEST PLAINS

| CONTRACT NAME | ADDRESS | DATE ISSUED | BID OPENING DATE/TIME |
|----------------------------|---|---------------------------------|---|
| Gravel FY25 Bid #24-008 | 1910 Holiday Ln. West Plains, MO 65775 (417) 256-7176 | October 23 rd , 2024 | 3:00 pm November 12 th , 2024 |

purchasing@westplains.gov

Sealed bids in **DUPLICATE or TRIPLICATE**, subject to the terms and conditions of this Invitation, its schedule and the attached terms and conditions of purchase, will be received by the Purchasing Department at West Plains City Hall, 1910 Holiday Ln, West Plains, Missouri 65775 on the date and time shown above and at that time publicly opened and read aloud, for furnishing the following supplies, services, or equipment, for delivery to:

FOB DESTINATION:

General information and instructions to bidders are included in the Terms and Conditions attached herein.

Bids must be submitted on this form. Failure to do so will be considered basis for rejection.

General description: As Stated in documents from department

This page and sections A-G (change per your bid) must be enclosed with your returned bid.

| | |
|---|--|
| Insurance Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, See Insurance Requirements Attached | Prevailing Wage Applies <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, See Terms and Conditions |
| Bid Deposit Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, See Terms and Conditions | Payment/Performance Bond Required <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If bid exceeds \$50,000.00 see Terms and Conditions |

Delivery time after receipt of order: _____

Signature of bidder indicates the bidder understands and will comply with all terms and conditions on City forms, contractor representation and all other specifications and conditions made a part of this Invitation for Bid and any subsequent award or contract.

In compliance with the above the undersigned offers and agrees, if this bid be accepted within _____ calendar days (60 calendar days unless a different period be inserted by the bidder) from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point(s) and within the time specified in the schedule. Discounts will be allowed for prompt payment as follows:
_____ percent, 10 calendar days; _____ percent, 20 calendar days; _____ percent, 30 calendar days.

Indicate whether Corporation INCORPORATED IN THE STATE OF: _____;
 Individual/Sole Proprietor; Partnership; Other: _____

| | |
|----------------------------|--|
| Name and Address of Bidder | Signature and Title of Person Authorized to Sign this Bid (must be completed for valid bid) |
| Bidder's Liaison (Name) | Phone/Fax Number |
| | |

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Section A

ADVERTISEMENT FOR BIDS

City of West Plains

Date: November 15th, 2024

Purchasing Office

Date and Time Returnable:

1910 Holiday Lane

3:00 p.m., November 12th, 2024

West Plains, MO 65775

Purchasing Agent: Kristopher Bates

Telephone: (417) 256-7176 ext. 2241

Facsimile: (417) 256-0255

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE CITY CLERK'S OFFICE PRIOR TO 3:00 PM ON Tuesday, November 12, 2024. Bids will be opened by the buyer at the location listed above.

- 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 "Gravel FY25" clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.

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.

Section B

DESCRIPTION

Gravel FY25

The City of West Plains is seeking bids for gravel, to be used from January 01, 2025, through December 31, 2025. The bid form attached must be properly completed. It is believed that the specification clearly identifies the type of material desired by the City, however, if you have any questions, please feel free to contact Kristopher Bates or Brian Mitchell. The City reserves the right to waive any informalities or minor defects or to reject any or all bids and to re-advertise and to rebid.

All gravel shall meet the Missouri standard specification for Highway Construction.

Road Rock Spec: #1006.1

Road Rock Spec: #1007.1

Road Rock Spec: #1003.1

Road Rock Spec: #1004.1

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

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered with all transportation charges paid by the bidder to destination.

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

Section C

CITY OF WEST PLAINS INSTRUCTION TO BIDDERS

01. Opening Location *Bids will be opened at the City of West Plains, 1910 Holiday Lane, West Plains, MO 65775 in the presence of purchasing officials at the due date and time indicated on the RFB. All bidders or their representatives are invited to attend the opening of the RFB.*

02. RFB 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 Purchasing Department'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 Purchasing Department'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 sent by e-mail or fax will not be accepted.*

03. Sealed and Marked *If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with "Civic Center Pool Enclosure Painting" and addressed to:*

City of West Plains, 1910 Holiday Lane, West Plains, MO 65775.

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 Pricing 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 Request 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 Request for Bid shall be made through the Purchasing Department in writing or through email. The Purchasing Department shall not be responsible for oral 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 Purchasing Department at phone number 417-256-7176, to determine if addenda were issued and to make such addenda a part of their Bid.

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

08. Irrevocable Offer Any Bid may be withdrawn in writing up until the due date and time set for opening of the RFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the RFB, 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 Request 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 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 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 one (1) year after final payment.

12. Applicable Law All applicable laws and regulations of the State of Missouri and the City will apply to any resulting agreement, contract, or purchase order.

13. Right to Protest Protestors shall seek resolution of their complaints initially with the City Purchasing Agent. Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Collusion By offering a submission to this Request 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 RFB 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 RFB:

- 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 the 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 Purchaser 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 the contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under the 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 arising out of, or connected with, the contract, or the work or any subcontract there under (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 the 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. RFB Forms, Variances, Alternates Bids must be submitted on attached City RFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the RFB 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 City Purchasing Agent.

18. Bid Information is Public – All documents submitted with any bid or proposal shall become public documents and subject to Missouri State Statute Chapter 610 RSMo., which is otherwise known as the "Missouri Sunshine Law". By submitting any document to the City of West Plains in connection with a bid or proposal, the submitting party recognizes this and waives any claim against the City of West Plains and

any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of West Plains and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of West Plains arising from any bid opportunity.

19. Bid Form All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. 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 with other requested documents.

20. Modifications or Withdrawal of Bid A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

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 unit price, extended total or both if applicable. 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.

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 RFB 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. 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 material and/or equipment when delivered.

26. Samples (if required) For certain types of procurements, samples may be required. If samples are required, it will be stated in the RFB. The following conditions and requirements apply to all samples submitted.

a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

d. All samples packages shall be marked "Sample for Purchasing Department" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

e. Do not send samples unless requested to do so by the buyer indicated on the RFB.

27. 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 the product from the City at no expense. 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.*

28. Quality Terms *The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.*

29. Tax-Exempt *The City is exempt from sales taxes and Federal Excise Taxes.*

30. Awards

a. Unless otherwise stated in the Request 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 or waive any minor irregularity or technicality in Bids received.

c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Request for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

31. 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.*

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

33. 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.

34. Royalties and Patents The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment 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.

35. Equal Employment Opportunity Clause The City of West Plains, 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.

36. Bid Tabulation Bidders may request a copy of the bid tabulation of the Request for Bid through the City's Purchasing Department.

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

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

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

40. 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 RFB and agrees to provide an affidavit to the City of West Plains affirming that they have not, and will not in connection with the RFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

41. Inspection and Acceptance No item(s) received by the City pursuant to the 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 at a later time, the defects were not ascertainable upon the initial inspection may also be returned 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.

42. Sustainability The City of West Plains encourages sustainable procurement to make sure that the products and services the City buys are as sustainable as possible having the lowest environmental and most positive social impact.

Section D

Terms and Conditions for Services Bids

The word “City” shall mean the City of West Plains and “Service Provider” shall mean the vendor awarded the bid.

1. **Scope of Work.** The City agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services hereinafter set forth in the Scope of Work.

2. **Addition or Subtraction to Work.** The City and the Service Provider may amend the scope of work set forth provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 6 of these terms. Any amendments shall be in written form and prepared and approved by the appointed City Officials and countersigned by the Service Provider.

The City may at any time, as need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by change order. Change order shall be used to adjust quantities of installed units which are different than those shown in the bid schedule.

3. **Exchange of Data.** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

4. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under the contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Service Provider. All of the work required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by the contract shall be subcontracted without the written approval of the City.

5. **Term.** The work of the Service Provider shall commence as soon as practicable after the execution of the contract, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the contract, but in any event, all of the work required hereunder shall be completed as set forth in the Scope of Work if applicable.

6. **Costs not to Exceed.** The City is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for the contract which cannot be exceeded unless the contract is amended. The Service Provider providing work hereunder shall be required to keep track of the amount of work performed under the contract at all times; and any work, materials, supplies or expenses in excess of the fixed sum shall not be eligible for payment. The Service Provider shall notify the City if Service Provider anticipates that the contract amount may

be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system showing the amount of money remaining on the contract which shall be shown in each monthly billing.

7. **Payment.** Conditioned upon acceptable performance. The City agrees to pay the Service Provider in accordance with the terms set forth in the Scope of Work, which shall constitute complete compensation for all work to be rendered under the contract; provided, that where payments are to be made periodically to Service Provider for work rendered under the contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the work performed during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the description of work set forth in Scope of Work.

8. **Termination of Contract.**

A. Termination for breach. Failure of the Service Provider to fulfill Service Provider's obligations under the contract in a timely and satisfactory manner in accordance with the schedule and description of work set forth in the Scope of Work shall constitute a breach of the contract, and the City shall thereupon have the right to immediately terminate the contract. The City shall give written notice of termination to the Service Provider by one of three different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mails; or by hand delivering a copy of the same to the Service Provider; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider under the contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider 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 Service Provider.

B. Right to terminate in the absence of breach. Either party may terminate the contract for any reason, by serving notice of intent to terminate upon the other party by the means specified in paragraph A of this section. Such notice shall specify the date of termination, but in no event shall either party terminate the contract under this provision upon less than thirty (30) days' notice to the other party; provided, that the parties may mutually agree to waive the thirty (30) day requirement and to shorten the time for notice of termination. In the event of termination in the absence of breach.

C. Surviving Terms. Notwithstanding any provisions to the contrary, provisions pertaining to liability and indemnity shall survive the termination of the contract.

9. **Conflicts.** Any bidder or signee of this contract shall disclose any financial relationship (direct or indirect) to salaried officer, employee of the City or member of the City Counsel in writing at the time of the execution of 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. Service Provider 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 work to be performed under the contract. The Service Provider further covenants

that in the performance of the contract no person having such interest shall be employed.

10. **Assignment.** The Service Provider shall not assign any interest in the contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under the 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.

11. **Performance.** It is understood by the parties that time is of the essence in this contract.

12. **Discrimination.** The contractor agrees not to be discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, national origin, sex, military status, age, disability or any other characteristic protected by law with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

13. **General Independent Service Provider Clause.** The contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent Service Provider and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, that this agreement shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider.

14. **City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

15. **Liability and Indemnity.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Service Provider 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 the contract. The maximum

liability of the City shall be limited to the amount of money to be paid by the City under the contract.

B. The Service Provider shall defend, indemnify, and hold the City harmless from and against all claims, losses, actions, causes of action, demands and liabilities arising out of personal injuries, including death, and damage or impairment to property or any rights which are caused by the Service Provider arising out of or in any way connected with the contract. Service Provider further agrees to defend, indemnify, and hold the City harmless from and against any claims, losses and liabilities arising out of the award of the contract to the Service Provider.

C. The Service Provider shall indemnify and hold the city harmless from all wages or overtime compensation due its employees and from any and all claims by Subcontractors in rendering work pursuant to this agreement, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. Public Protection: The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the Contractor's execution of the work, whether such execution be by the Contractor or Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1) Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
- 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of employee;
- 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;
- 4) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person and;
- 5) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance and Endorsement acceptable to the Owner shall be filed with the Owner prior to commencement of the work. Owner shall be listed as additional insured on Certificate on Insurance as well as Endorsement showing owner is additional insured. These Certificates and Endorsements shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner. Minimum requirements are as follows:

| | | | |
|------------------------|-------------|----------------------|-------------|
| General Aggregate | \$2,000,000 | Products-Comp/Op Agg | \$2,000,000 |
| Personal \$ Adv Injury | \$1,000,000 | Each Occurrence | \$1,000,000 |
| Med Exp (any 1 person) | \$10,000 | | |

17. **Public Protection:** The Contractor shall comply with all local, state, and federal safety rules, regulations, or laws and provide protection necessary to protect persons and property from injury or damages during all stages of work.

18. **Notices.** All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Service Provider at the address provided. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 4:30 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

19. **Jurisdiction.** The contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of the contract be litigated, venue shall be proper only in the Circuit Court of Howell County, Missouri.

20. **Safety Training.** The Service Provider is informed that this project is subject to the requirements of section 292.675, of the Missouri Revised Statutes, which requires all contractors or subcontractors doing work on the project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration (“OSHA”) or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The training must be completed within sixty (60) days of the date work on the project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation. Contractors and subcontractors in violation of this provision will forfeit to the public body two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) a day for each employee who is employed without training.

- A. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of section 292.675, of the Missouri Revised Statutes, has occurred and that a penalty as described in section 19 will be assessed, the City shall withhold and retain all sums and amounts due and owing when making payments to the Service Provider under the contract.

21. **Missouri Immigration Law Affidavit.** The Service Provider is informed pursuant to Section 285.530, of the Missouri Revised Statutes as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00) the successful bidder shall by sworn affidavit and provision of documentation, affirm the business entity is enrolled and participating in a federal work authorization program with respect to its employees who work in connection with the contracted services. To that end, the Service Provider will furnish a signed affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

22. **Contact Information:** City of West Plains
Attn: Kristopher Bates
1910 Holiday Lane
West Plains, MO 65775
V. 417-256-7176
F. 417-256-0255

PLEASE NOTE THAT ONCE THE BID IS AWARDED, A CONTRACT (IN DUPLICATE) WILL BE MAILED TO THE VENDOR FOR SIGNATURE. PLEASE SIGN BOTH CONTRACTS AND RETURN ONE CONTRACT WITH ORIGINAL SIGNATURES TO THE CITY OF WEST PLAINS PURCHASING DEPARTMENT'S OFFICE, ALONG WITH A CURRENT COPY OF THE VENDOR'S CERTIFICATE OF LIABILITY INSURANCE NAMING THE CITY OF WEST PLAINS AS AN ADDITIONAL INSURED, IN ACCORDANCE WITH THE CITY'S INSURANCE REQUIREMENTS, IF APPLICABLE. AN IMMIGRATION AFFIDAVIT AND E-VERIFY DOCUMENTATION IS ALSO REQUIRED TO BE SUBMITTED.

Section G
PRICING PAGE

The bidder must provide pricing information as specified below to provide gravel in accordance with the terms and conditions of this Request for Bid.

BID FORM

The undersigned company/person hereby proposes to furnish the City of West Plains, Missouri, with the following material from January 1st, 2025, through December 31st, 2025:

| <u>ITEM</u> | <u>QUARRY PRICE</u> | <u>DELIVERED PRICE</u> |
|-----------------------|---------------------|------------------------|
| ¼" Turkey Grit ton | _____ per ton | _____ per |
| 3/8" Chips | _____ | _____ |
| ½" Screens | _____ | _____ |
| 1" Road Rock | _____ | _____ |
| 1" Concrete Rock | _____ | _____ |
| 1" Base Rock | _____ | _____ |
| 1-1/2" Road Rock | _____ | _____ |
| 1-1/2" Base Rock | _____ | _____ |
| 1-1/2" Lateral Rock | _____ | _____ |
| 2-1/2" Road Rock | _____ | _____ |
| 2-1/2" Base Rock | _____ | _____ |
| Shot Rock | _____ | _____ |
| Rip Rap | _____ | _____ |
| Regular Sand | _____ | _____ |
| Ditch Liner | _____ | _____ |

SIGNATURE AND IDENTITY OF BIDDER: The undersigned states that the correct **LEGAL NAME** and **ADDRESS** of (1) the individual bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the bidder or bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a (check one):

sole individual partnership joint venture

corporation, incorporated under laws of State of Missouri

Respectfully submitted,

Signed _____ Title _____ Date _____

CONTACT PERSON FOR BID:

Printed Name _____

Email _____

Phone(_____) _____

Address _____

AFFIDAVIT OF COMPLIANCE

To be submitted with Vendor's Bid

____ We DO NOT take exception to the RFB Documents/Requirements.

____ We TAKE exception to the RFB Documents/Requirements as follows:

Specific exceptions are as follows:

Company Name _____

ADDENDA

By _____

Bidder acknowledges receipt of the following addendum:

Authorized Person's Signature

Addendum No. ____

Print or type name and title of signer

Addendum No. ____

Company address _____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Phone _____

Email _____

Fax _____

Federal Tax ID No. _____

Date _____