



# City of Smithville

107 West Main Street, Smithville, MO 64089

Phone: (816) 532-3897 • Fax: (816) 532-3990

## RFP # 16-14 ASPHALT MILLING & OVERLAY

Sealed Bids for asphalt milling and overlay will be received, by the City of Smithville, Missouri, at the City Hall at 107 West Main Street, Smithville, MO 64089, until 10:00 a.m. April 11, 2016, at which time the Bids received will be publicly opened and read. The Project consists of the following:

Milling and construction of a 2" asphalt overlay for the following streets:

E MEADOW ST (from SMITH ST to LIBERTY RD)

NE 188<sup>th</sup> ST

STONEBRIDGE LN (including 2 cul-de-sacs)

Milling and construction of a 3" asphalt overlay for the following streets:

H & H LAKE RD (from NE 176<sup>th</sup> ST to NW 179<sup>th</sup> ST)

### INSTRUCTIONS TO PROPOSERS:

1. RFP'S must be addressed to the Kelli Oldham, 107 W. Main Street, Smithville, Missouri 64089, and be received before 10:00 A.M. on the date of closing.
2. Pricing and anything pertaining to the RFP should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFP be used. All RFP's must be sealed and marked on the outer envelope by RFP number and date of closing. The only information we will read at the closing will be the vendors, contractors or proposers who responded. **The closing is at 10:00 A.M. on the 11th day of April 11, at City Hall.**
3. Disabled persons wishing to participate in the RFP closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFP should be directed to Kelli Oldham, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

Issued: the 25th day of March, 2016

**CITY OF SMITHVILLE**  
**REQUEST FOR WRITTEN QUOTATIONS**  
**INSTRUCTIONS AND GENERAL CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific Proposal, will be received by the City of Smithville at the Smithville City Hall, 107 W. Main St. Smithville Missouri 64089, until 10:00 A.M. on April 11, 2016.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance. If the vendors, contractors or proposers do not care to quote, we request that forms be returned to us and the reason noted.
4. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated. A Missouri Sales Tax Project Exemption Certificate will be issued to the Contractor, authorizing the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo.
5. The delivery date(s) or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
6. The City reserves the right to cancel all or any part of any order(s) if delivery is not made or work is not started as guaranteed.
7. If applicable, prices must be stated in the units of quantity specified if applicable in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
8. Any questions regarding this request may be addressed to the Kelli Oldham, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.
9. This RFP involves a Public Works project and Vendor; Contractor or Proposer must comply with all of the requirements applicable to Public Works Projects under Missouri Law.
10. Contractor must pay not less than the prevailing wage to all workers performing work pursuant to any contract executed pursuant to this RFP (§290.250 RSMo.)

Request for Proposal

**RFP # 16-14**

ARTICLE I  
GENERAL INFORMATION

The Board of Aldermen of the City of Smithville, Missouri (“City”) invites you to submit a written proposal for the resurfacing and/or repair of its streets as follows:

2” Asphaltic Concrete Street Surface: The Contract Unit Price bid for this item shall constitute full compensation for furnishing all materials, labor, equipment and tools for the milling and construction of a 2” thick course of Type III asphaltic concrete surface material. Recycled material is acceptable. All material criteria will be latest edition APWA Standards. This item includes all material, compaction, seal coating, batch plant testing, material quality monitoring, hauling, maintenance of haul road, permits, traffic control and all work and materials necessary to complete the work in accordance with the Bid Documents. Payment for this item shall be per ton placed for the following streets:

<b>STREET NAME</b>	<b>APPROXIMATE WIDTH (IN FEET)*</b>	<b>APPROXIMATE LENGTH (IN MILES)*</b>
E MEADOW ST (from SMITH ST to LIBERTY RD)	22	0.19
NE 188 <sup>th</sup> ST	22	1.17
STONEBRIDGE LN (including 2 cul-de-sacs)	24	0.47

3” Asphaltic Concrete Street Surface: The Contract Unit Price bid for this item shall constitute full compensation for furnishing all materials, labor, equipment, and tools for the milling and construction of a 3” thick course of Type III asphaltic concrete surface material. Recycled material is acceptable. All material criteria will be latest edition APWA Standards. This item includes all material, compaction, seal coating, batch plant testing, material quality monitoring, hauling, maintenance of haul road, permits, traffic control and all work and materials necessary to complete the work in accordance with the Bid Documents. Payment for this item shall be per ton placed for the following streets:

<b>STREET NAME</b>	<b>APPROXIMATE WIDTH (IN FEET)*</b>	<b>APPROXIMATE LENGTH (IN MILES)*</b>
H & H LAKE RD (from NE 176 <sup>th</sup> ST to NW 179 <sup>th</sup> ST	22	0.37

\*These are estimates. The total estimated square yards of millings is 5,540. The total estimated tonnage of asphalt is 3,500. Vendors are encouraged to visit the locations of the proposed work so as to confirm the nature, scope and exact locations of these projects.

Any Technical Specifications, requirements and drawings are considered part of this RFP and it is the bidder’s responsibility to review same.

The term “RFP” means this Request for Proposal, the term “Contractor“, Vendor”, “Bidder” or “Proposer” refers to one who submits a proposal in response to the RFP, and the term “Proposal” means the proposal of the Vendor, Contractor or Proposer.

By submitting a Proposal, the Vendor agrees, if its proposal is accepted, to perform the Service described in this RFP in accordance with the terms and conditions contained herein, at the prices set forth in its Proposal.

Note: The Vendor, Contractor or Proposer is presumed to accept the RFP requirements. The Vendor Contractor or Proposer must raise any questions regarding the RFP requirements no later than Three (3) days prior to the Closing Date. In addition, the vendor must list and outline, in their proposal response, any exceptions to the RFP requirements and Contracts requirements. The timeliness, nature and number of the exceptions taken by the Vendor are among the factors that the City will consider in selecting the successful Vendor.

All provisions, instructions and conditions set forth in this RFP apply jointly and severally to each Alternative whether Vendor submits a bid for both or only one of the Alternatives set forth above.

**ADDITIONAL INFORMATION:**

Additional information and/or questions relating to this RFP can be obtained by contacting the City Kelli Oldham, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897.

## **ARTICLE II PROPOSAL INSTRUCTIONS:**

### **RFP PROPOSALS - CONTENTS AND SUBMISSION**

Proposals in response to this RFP should include the following information:

- A. Name, address, and telephone number of Proposer(s).
- B. Full price for providing the goods and performing the Service in accordance with the RFP. Specify the required information for the Base Bid and each Alternate for which a bid is being submitted.
- C. A completed Proposal Form attached to this Request for Proposal (preferred not required)
- D. Name, address and telephone number of not less than three (3) customers for whom the Vendor has performed similar Service within the last 2 years.
- E. Proposed date for commencement of project.

### **ADDENDA:**

All changes, additions, and/or clarifications in connection with this RFP will be issued by the City in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the Proposal to this RFP. Verbal responses and/or representations shall not be binding.

### **EVALUATION:**

In evaluating any aspect of the Proposal, the City may consider previous dealings with the Vendor, references from the Vendor's customers, inspections of other Service performed by the Vendor, and any other information the City obtains regarding the Vendor, or that the City deems relevant.

- A. Responsive Proposals from responsible vendors, contractors or proposers will be evaluated on the basis of criteria that include the following:
  1. Overall cost to the City, whether direct or indirect.
  2. Lead-time required for start-up of services both on-site at the City's location and if applicable off-site at the contractor's facility if applicable.
  3. The City's opinion regarding the degree of responsibility of the vendors, contractors or proposers.
  4. The responsibility of the vendors, contractors or proposers will be determined pursuant to the criteria contained in subparagraph C of this paragraph.
- B. The timeliness, nature and number of any exceptions taken by the vendors, contractors or proposers to the RFP will be considered by the City in evaluating a Proposal. Any one of these criteria alone, or in combination, may provide a basis for not accepting the vendors, contractors or proposer's Proposal.

- C. A responsible vendor, contractor or proposer is one who, in the opinion of the City, possesses the skill, experience, ability, integrity and financial and other resources necessary for the faithful performance of the Service. In evaluating a Vendor's responsibility, or in evaluating any other aspect of the Proposal, the City may consider previous dealing with the City, references from the vendors, contractors or proposer's customers, inspections of other Services or projects performed and equipment supplied by the vendor, contractor or proposer, and any other information the City obtains regarding the vendor, contractor or proposer or that the City deems relevant.

#### SUPPLEMENTAL MATERIALS:

Proposers are responsible for including all pertinent product data in the returned proposal package. Literature, brochures, data sheets, specification information, completed forms requested as part of the proposal package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the proposal, should also be in the returned proposal package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire proposal.

#### RESPONSIVE PROPOSALS EXPIRATION:

- A. All Proposals shall be considered as firm for a period of Forty Five (45) calendar days, commencing the date and time of the RFP closing and expiring at 10:00 a.m. of the last day
- B. Unless withdrawn, as provided in this RFP, a Proposal is binding on the Vendor, and may be received by the City at any time up to and including the proposed RFP opening date.

#### RFP CLOSING:

The RFP Form and any modifications shall be returned in a sealed envelope addressed to the Kelli Oldham, 107 W. Main Street, Smithville, Missouri 64089. RFPs will be opened at 10:00 a.m. in the City Hall on the date specified on the cover letter. The RFP number and RFP closing date shall be shown on the face of the envelope, and should be labeled with the vendor's name. Facsimile telegraph RFPs will not be considered. RFPs may be modified if sent in a sealed envelope, marked "Revised RFP", and be in the possession of the City by the RFP opening date and time. It is preferred but not required that all prospective Proposers utilize the attached Proposal Form. All Proposers should adhere to the specifications and requirements as set forth in the RFP request. Failure to provide the required information and/or adhere to the specifications and requirements as set forth in the RFP may be used by the City as reason not to consider a vendor's proposal.

#### RFP REJECTION:

The City reserves the right to reject any and all RFPs, and to waive all irregularities in proposals.

#### ACCEPTANCE OF RFPS:

The City reserves the right to accept the proposal that, in its judgment, is the lowest and/or best proposal in response to this RFP.

#### LATE PROPOSALS:

Proposals received after the date and time of the Responsive Proposals to the RFP opening shall not be considered.

#### MISTAKE IN PROPOSALS:

If the respondent discovers a mistake in his or her Responsive Proposals to the RFP prior to the date and time specified for the RFP opening, he or she may correct the mistake by modifying or withdrawing the RFP. If the apparent low and best Proposer discovers a mistake in his or her

Proposal of a serious and significant nature which is unfavorable to him or her prior to the issuance of a purchase order or the execution of a contract, he or she may request consideration be given to modifying the RFP if he or she remains the lowest Proposer or to withdrawing the RFP if the result of the correction of the mistake makes another Proposer the lowest and best Proposer. The mistake must be evident and provable. The right is reserved by the Mayor to reject any and all requests for correction of mistakes in proposals received after the date and time of the proposals to the RFP opening. A mistake in a proposal cannot be considered once a purchase contract is executed by the parties.

#### NEGOTIATION:

- A. The City reserves the right to award a contract based on the initial Proposals received, without engaging in discussions or negotiations. Accordingly, a Vendor should submit its initial proposal to the RFP on the most favorable terms possible to the City. However, should only one proposal to the RFP be received by the City, the City may, but is not obligated to, conduct negotiations with this vendor whose Proposal, in the opinion of the City, is competitive or may best meet the needs of the City.
- B. The City may, but is not obligated to, seek clarification of a Proposal submitted by a Vendor.
- C. If the City chooses to negotiate, negotiation may involve any issue bearing on the Proposal and may take place after submission of Proposal and before an award is made. The City reserves the right to follow negotiations with a request for submission of a best and final Proposal.

#### AWARD OF THE CONTRACT:

After the RFPs have been opened and duly considered, the lowest and/or best proposal to the RFP shall be submitted to the City Board of Aldermen for formal approval. After approval by the City Board of Aldermen, the City Clerk will notify, in writing, the successful Proposer. An approved Ordinance by the City Board of Aldermen shall constitute the City's official award of the RFP. A written contract noting the terms and conditions of this RFP will be executed before "Notice to Proceed" is given. Vendors, contractors or proposers with standardized contracts should submit them with the Proposal.

#### HOLD HARMLESS CLAUSE:

The vendor awarded the contract from this RFP agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the vendor's businesses or operations resulting from any act or omission of the vendor's agents, servants or employees.

#### OFFICIALS NOT TO BENEFIT:

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFP that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFP.

**GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES:**

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFP thereof.

**CO-PARTNERSHIP DISCLAIMER:**

It is mutually understood that nothing in this Request for Proposal or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

**NON-DISCRIMINATION IN EMPLOYMENT:**

Contract for Service under this RFP obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

**KICKBACKS ILLEGAL IN SUBCONTRACTING:**

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.



### **ARTICLE III GENERAL TERMS AND CONDITIONS**

#### **EXECUTION OF CONTRACT:**

The successful Vendor (“Contractor”) shall, if its Proposal is accepted, execute a contract, with the City within ten (10) days after receipt of such acceptance. The contract shall be in a form prescribed by or acceptable to the City and shall incorporate the terms of this RFP, any amendment(s) to this RFP, and the terms of the Contractor’s written Proposal that are consistent with and do not materially add to and/or alter this RFP (the foregoing are hereafter collectively referred to as the “Contract”).

#### **CONTRACT PERFORMANCE:**

Any contract entered into pursuant to this RFP should be performed by the Vendor within forty-five (45) days from the notice to proceed by the City.

#### **GENERAL PROJECT ASSESSMENT REQUIREMENTS:**

Upon award of the contract, the contractor shall work with the City to insure an orderly transition of services and responsibilities under the contract and to insure the continuity of those services required by the City.

#### **PERFORMANCE SECURITY DEPOSIT:**

The Contractor to whom the service or work is awarded will be required to furnish a Performance Security Deposit to the City of Smithville, Missouri. The Contractor must furnish a performance security deposit in the form of an original bond issued by a surety company authorized to do business in the State of Missouri (no copy or facsimile is acceptable), check, cash, bank draft, or irrevocable letter of credit to the City Clerk, prior to performance of service. The performance security deposit must be submitted with a cover letter. The contractor shall maintain the validity and enforcement of the performance security deposit for the duration of the contract.

#### **BONDS:**

Contractor shall provide the City a Performance and Maintenance Bond in a sum no less than 110% of the total contract or cost or price for all construction services, labor, and materials as set forth in Contractors responsive bid to this RFP. Each bond must have a provision that will guarantee the faithful performance of the prevailing wage clause provided in the contract.

Contractor shall also provide the City a Materials and Labor Bond in a sum no less than 100% of the total contract or cost or price for all construction services, labor, and materials for all construction services, labor, and materials as set forth in Contractors responsive bid to this RFP.

#### **INSURANCE:**

The Contractor shall purchase and maintain, at his expense, insurance of such types, and in such amounts as are specified in this announcement, to protect the City and contractor from claims which may arise out of or result from the contractor’s operations under the contract documents, whether such operations be by the contractor or by any subcontractor or for anyone whose acts contractor or any subcontractor may be legally liable. Such insurance shall cover claims for damages because of Bodily Injury or death to the contractor’s employees including claims brought under:

- A. Worker’s Compensation Laws
- B. Disability Benefit Laws
- C. Occupational Sickness or Disease Laws
- D. Other similar employee benefit laws

Such insurance shall also cover claims for damages because of Personal Injury, Bodily Injury, Sickness, Disease or Death of any person or persons other than contractor's employees, and claims arising out of destruction of property, including loss of use thereof.

Contractor must also carry liability insurance naming the City as "Additional Named Insured".

Failure of the contractor to maintain proper insurance coverage will not relieve contractor of any contractual responsibility or obligations. If part of the Service is to be subcontracted, the contractor shall either cover any and all subcontractors in contractor's insurance policy or require each subcontractor not so covered, to obtain insurance of same type and with the same limits as the contractor is required to carry. Any payment of an insured loss under policies of property insurance, including but not limited to, the insurance required shall be made payable to the City. Certificate of Insurance shall be provided and become effective upon execution of the contract.

#### INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED ARE:

- A. Worker's Compensation – Statutory
- B. Employer's Liability - \$1,000,000.00 each employee
- C. General Liability - \$1,000,000.00 each occurrence
- D. Property Damage - \$1,000,000.00 each occurrence

#### WAGE RATES:

When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962." (P.L. 87-581: 76 Stat. 357) and implementing regulations.

The services to be provided herein are subject to the Prevailing Wage Law of the State of Missouri. Contractor, its agents, Subcontractors, or other parties assisting Contractor in performance of any contract let as a result of this RFP, shall pay all labor a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri currently Annual Wage Order No. 22 Section 024 Clay County or the effective order which is either attached hereto and/or available for inspection at the City.

Contractor will forfeit a penalty to the City 100 dollars per day for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated prevailing rate for any work done under any contract executed pursuant to this contract by the contractor or any subcontractor (Section 290.250 RSMo. enclosed in the laws section.)

Upon completion of the work and labor by the Contractor and all subcontractors must file an Affidavit of Compliance stating that the party has complied with the Prevailing Wage Law before final payment will be made by the City with regard to any contract awarded with regard to this RFP all as required by (§§290.290, 290.325 R.S.MO. enclosed in the laws section.)

Contractor and any subcontractor shall keep within the state of Missouri for a period of one year following the completion of the work required by this agreement and shall submit upon request to the Park Board all payroll or account records necessary to verify compliance with the prevailing wage requirements of the State of Missouri

#### AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION:

Pursuant to 285.530 RSMo, the bidder must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by

- submitting a completed, notarized copy of EXHIBIT 1 to RFP 16-14, AFFIDAVIT OF WORK AUTHORIZATION and
- providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

E-Verify is an example of a federal work authorization program. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the bidder and 2) a valid copy of the signature page completed and signed by the bidder, the Social Security Administration, and the Department of Homeland Security – Verification Division.

#### OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING:

Pursuant to §292.675 RSMo (enclosed in the laws section) for any work performed after August 28<sup>th</sup> 2009 the Contractor and all Subcontractor(s) shall provide all on-site employees a ten-hour training program which includes a course in construction safety and health approved by 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. All such employees are required to complete the program within sixty days of beginning work on such construction project. The contractor shall forfeit as a penalty to the City two thousand five hundred dollars plus one hundred dollars for each employee employed by the Contractor or Subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period set forth herein has elapsed. Pursuant to §292.675(4) RSMo the City shall withhold and retain all sums and amounts due and owing as a result of any violation of this section when making payments to the Contractor under the contract. The Contractor may withhold from any Subcontractor sufficient sums to cover any penalties the City has withheld from the Contractor resulting from the Subcontractor's failure to comply with the terms of this section. If the payment has been made to the Subcontractor without withholding, the Contractor may recover the amount of the penalty resulting from the fault of the Subcontractor in an action maintained in the Circuit court in Clay County.

#### TRANSIENT EMPLOYER

Every transient employer, as defined in Section 285.230 RSMO enclosed in the law section, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following:

- (1) The Notice of Registration for employer withholding issue to such transient employer by the Director of Revenue;
- (2) Proof of coverage for Workers Compensation insurance or self-insurance signed by the transient employer and verified by the Department of Revenue through the records of the Division of Workers Compensation; and
- (3) The Notice of Registration for unemployment insurance issued to such transient employer by the Division of Employment Security. "Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMO. enclosed in the law section, be liable for penalty of five hundred dollars (\$500.00) per day until the notices required by

this section are posted as required by that statute.” (See list of transient employers in Missouri Department of Revenue Form 3032.)

**INSPECTIONS:**

The City reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the offer as inadequate.

**TESTING:**

The City reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

**ADDITIONAL SERVICE AND CHANGE ORDERS:**

A. The Contractor will not be compensated for Service that is not required by the Contract and that is performed without the prior written approval of the City.

B. A request by the Contractor for a change order shall be submitted to the City in writing and must be approved by the City in writing before the Contractor proceeds with the Service that is the subject of the change order.

**PERMITS, LICENSES, ORDINANCES, AND REGULATIONS:**

A. In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract Documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.

B. The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

**SAFETY OF PERSONS AND PROPERTY:**

A. The Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:

1. All persons;
2. All privately owned property real and/or personal; and
3. The City’s building(s) and all other real or personal property at or adjacent to the work site; and

B. The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss.

**BILLING:**

Contractor shall unless otherwise specified in the Contract submit monthly statements for services and/or goods provided and/or delivered to the City.

#### TERMINATION:

The Contract may be immediately terminated by the City if:

- A. The Contractor defaults in the performance of any of its obligations under the Contract; or,
- B. The City has documented receiving unsatisfactory services applicable to the contractor's service or work performance;
- C. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

#### OVERALL REQUIREMENTS:

- A. Applicable Law and Venue. This Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri
- B. The City shall not guarantee any minimum or maximum amount of the contractor's services that may be required under the contract.
- C. The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.
- D. The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.
- E. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.
- K. If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

#### CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.

#### SAMPLE CONTRACT

A sample contract for this project may be attached to this RFP. If attached the sample is for general informational purposes only and is subject to change and finalization upon the awarding of any contract let pursuant to this RFP.



4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

\_\_\_\_\_  
[SIGNATURE]

\_\_\_\_\_  
[Printed name], Affiant

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

My Commission Expires: State of  
Missouri  
Commissioned in \_\_\_\_\_ County  
Commission # \_\_\_\_\_

*PLEASE NOTE:*

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, and the Department of Homeland Security - Verification Division

**PROPOSAL # 16-14 RESPONSE FORM**

I \_\_\_\_\_, hereby representing, \_\_\_\_\_  
 (Agent Submitting RFP) (Firm or Company)

I have read and reviewed the attached specifications. I state the hereby offer meets or exceeds all requirements. (Note: Please include Exhibit 1 - Affidavit and Supporting Documentation) with this Response Form.

<b>Company Name</b>	<b>Authorized Person (Print)</b>
<b>Address</b>	<b>Signature</b>
<b>City/State/Zip</b>	<b>Title</b>
<b>Telephone #</b>	<b>Date</b>
<b>Earliest available date to begin project</b>	
<b>State the name, address and telephone number of not less than three (3) customers for whom the Contractor has performed similar Service within the last 2 years.</b>	
<b>Bid Price per Ton of Asphalt</b>	<b>Total Bid Price for Asphalt (3,500 tons)*</b>
<b>Bid Price per Square Yard of Milling (millings retained by Contractor)</b>	<b>Total Bid Price for Milling (5,540 square yards)*</b>
	<b>Total Bid Price*</b>
<b>Alternate – Bid Price per Square Yard of Milling (millings retained by City)</b>	<b>Alternate - Total Bid Price for Milling (5,540 square yards)*</b>
	<b>Alternate – Total Bid Price*</b>

\*These are estimates. Vendors are encouraged to visit the locations of the proposed work so as to confirm the nature, scope and exact locations of these projects.