CITY OF JOPLIN, MISSOURI
PLANNING & COMMUNITY DEVELOPMENT

INVITATION FOR BID (IFB) #001-2024

FOR:

ASBESTOS TESTING AND INSPECTION SERVICES

For the structure located at 2008 S. Sergeant, Joplin MO

RETURN TO:

Bryan Wicklund, Buyer
City of Joplin
Building Division
602 S. Main
Joplin, MO 64801

Date Issued: September 16, 2024
Buyer's Email: BWicklun@joplinmo.org
Telephone Number: 417-624 0820
Fax Number: 417-625-4738
DUE DATE: September 30th, 2024

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE BUILDING DIVISION PRIOR TO **3:00 P.M., CST., ON Monday, September 30, 2024.** Bids will be opened by the buyer at the location listed above.

- **A onsite walkthrough is scheduled for those contractors who wish to attend on Monday September 23rd at 10:00 A.M.,CST.**
- Bids shall be submitted on the forms provided and may be manually, electronically or digitally signed by the individual authorized to legally bind the company. **Bidders are to submit all pages of this IFB identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your bid non-responsive.**
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time shall not be considered.
- The attached Terms and Conditions shall become part of any contract resulting from this bid.
- **The cutoff for any questions pertaining to this bid is Monday, September 30, 2024 at 12:00 P.M., CST.**
- ***FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.***
- Bidding documents and any addendums are available by accessing City's Bid Postings webpage at: https://www.joplinmo.org/bids.aspx

The undersigned certifies that they have the authority to bind the Bidder in a contract to supply the service or commodity in accordance with all terms and conditions contained herein. Please type or print the information below.
Bidder is REQUIRED to complete, sign and return this form with their submittal.

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Telephone # Fax #	Date Tax ID #

RETURN THIS PAGE

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LEGAL NOTICE:
INVITATION FOR BID #001-2024

The City of Joplin will accept physically delivered sealed bids from qualified persons or firms for services. Bids must be physically received in the Building Division by 3:00 P.M., CST., on Monday, September 30, 2024.

Bid Opening: Bids will be opened at 602 S. Main, Joplin, MO 64801 on the fourth floor at 3:00 P.M., CST. All Bidders or their representatives are invited to participate.

Bidding documents and any addendums are available by accessing City's Bid Postings webpage at:
https://www.joplinmo.org/bids.aspx

For any contract for services greater than $5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All bids should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Contractor reciting compliance is not sufficient.

SCOPE: The City of Joplin is seeking a qualified firm to provide asbestos testing, and inspection services on the structure located at **2008 S. Sergeant, Joplin, MO**. When the project is assigned, the Contractor shall provide all labor, materials, equipment, supplies, insurance, fuels, applicable permits, and any and all other items necessary to complete the inspection and testing, as specified herein.

1.0 INSTRUCTIONS TO BIDDERS

1.1 OPENING LOCATION: Bids submitted in response to this Invitation for Bid (IFB) will be opened at the City of Joplin, Building Division, 602 S. Main, Joplin, MO 64801 in the presence of Purchasing officials at the due date and time indicated on the IFB. All Bidders or their representatives are invited to participate.

1.2 PREPARATION OF BIDS:

1.2.1 Bidders are expected and required to examine and understand any drawings, specifications, schedules, and all instructions related to this IFB. Failure to do so will be at the Bidder's risk.

1.2.2 Each Bidder shall furnish the information required by the IFB. The Bidder shall sign the IFB. Erasures or other changes must be initialed by the person signing the offer.

1.2.3 Unit Price for each unit Bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item Bid. In case of discrepancy between a Unit Price and Extended Price, the Unit Price will be presumed to be correct.

1.2.4 Alternate Bids for supplies or services, other than those specified, shall not be considered unless authorized by the IFB. Bidders shall submit complete specifications on all Alternate Bids, unless otherwise provided in this IFB.

1.2.5 Alternate Bids without complete specifications may be rejected. Alternate Bids and exceptions may be rejected.

1.2.6 Alternate Bids and exceptions to Bid clauses must be clearly noted on the Affidavit of Compliance Form.

1.2.7 Unless otherwise provided in the IFB, Bidders shall state a definite time for delivery of supplies or services after receipt of order.

1.2.8 Time, if stated as a number of days, shall include Saturdays, Sundays, and holidays.

1.2.9 If the item has a trade name, brand or catalog number, all such information shall be stated in the Bid.

1.2.10 Prices quoted are to be firm, final and shall include shipping F.O.B. Destination whereby all transportation charges shall be paid by Contractor, unless requested as a single line item.

1.3 SUBMISSION OF BIDS:

1.3.1 Any Bids received after the time and date provided in thus IFB shall not be considered. It shall be the sole responsibility of the Bidder to have their Bid delivered to the Building Division on or before the stated due date and time.

1.3.2 If a Bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Building Division. 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.

1.3.3 Bids may be mailed to the Building Division and accepted if the signed Bid Form and any other required information is mailed and received prior to the due date and time.

1.3.4 E-mailed or faxed Bids shall not be considered.

1.3.5 Submission of a Bid constitutes an assignment by Bidder of all anti-trust claims that Bidder may have under the Federal and State laws resulting from this Contract.

1.3.6 Bidders shall submit all required and identified Bid documents to be considered responsive.

1.4 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 the Invitation for Bid number and addressed to:

City of Joplin
Bryan Wicklund
Chief Building Official
602 S. Main Street
Joplin, MO 64801

1.5 LEGAL NAME AND SIGNATURE: Bids shall clearly indicate the legal name, physical address, e-mail address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual). Respondents' legal entity name must be identified the **SAME** on their submitted W9 and Certificate of Insurance (COI). Bids may be manually, electronically or digitally signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally 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.

1.6 CORRECTIONS: Corrections, erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of their authority to sign on behalf of Bidder. If a correction is necessary, draw a single line

through the entered figure and enter the corrected figure above it.

1.7 CLARIFICATION AND ADDENDA: It shall be the responsibility of each Bidder, prior to submitting their Bid, to contact the Building Division at phone number 417-624-0820 Ext. 1519, or to check the website to determine if addenda were issued and to make such addenda a part of their Bid. The website is located at: **https://www.joplinmo.org/bids.aspx**

1.7.1

1.8 IFB EXPENSES: All expenses for making Bids to the City are to be borne solely by the Bidder.

1.9 IRREVOCABLE OFFER: No Bid shall be withdrawn after the date and time set for opening Bids. All Bids shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) calendar days or until the Bid has been duly accepted by the City.

1.10 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 this 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 lowest 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.

1.11 QUALIFICATIONS OF BIDDERS: Each Bidder shall submit a Statement of Bidder's Qualifications with their Bid Form. The City shall have the right to take such actions as it deems necessary to determine the ability of the Bidder to perform the work contemplated by this IFB Bidders shall furnish to the City such additional information and data as may be requested and shall cooperate with the City in all respects. The City reserves the right to reject any bid where an investigation or consideration does not satisfy the City that the Bidder is qualified to carry out properly the terms of the contract documents.

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

1.13 APPLICABLE LAW: All applicable laws and regulations of the State of Missouri and the City of Joplin, Missouri including the City's Procurement Regulations and Procedures shall apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

1.14 RIGHT TO PROTEST:

1.14.1 Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

1.15 JURISDICTION: This IFB and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

1.16 ETHICAL STANDARDS: With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statues, such Bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and may be further disqualified from submitting any future Bids..

1.17 COLLUSION: By offering a submission to this Invitation for Bid, the Bidder certifies the Bidder has not divulged, discussed, or compared the Bid with other Bidders and has not colluded with any other Bidder or parties to this IFB whatsoever. Also, the Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

1.17.1 Any prices or cost data submitted have been arrived at independently, without consultation, communication, or contract 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.

1.17.2 Any prices and/or cost data for this Bid have not knowingly been disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.

1.17.3 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.

1.17.4 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.

1.17.5 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 Purchaser for the purpose of doing business.

1.18 IFB FORMS AND EXCEPTIONS: Bids must be submitted on attached City IFB Forms, however additional information may be attached by the Bidder. Bidders must indicate any exceptions to the City's requested specifications or terms and conditions, on the IFB Affidavit of Compliance. **Taking exception to the specifications or terms and conditions MAY render a Bidder's Bid non-responsive and may remove it from consideration for award.** All exceptions will be reviewed on a case-by-case basis and in compliance with the law and the City's procurement regulations. If no exceptions are noted Bidders shall fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your Bid is accepted or may render your Bid non-responsive.

1.19 BID FORM: All blank spaces must be completed and filled with the appropriate response. The Bidder shall state the price for what is proposed by Bidder 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, and any other requested or required documents.

1.20 MODIFICATIONS OR WITHDRAWAL OF BID:

1.20.1 A Bid may only be withdrawn by one of the following methods prior to the official opening date and time specified:

- **A.** A Bid may be withdrawn by signed, written notice.
- **B.** A Bid may also be withdrawn in person by the Bidder or its authorized representative, who provides proper identification.
- **C.** A Bid may be withdrawn via e-mail to the buyer identified on page one of this document, by the Bidder or its authorized representative.

1.20.2 A Bid may only be modified by one of the following methods prior to the official opening date and time specified:

A. A Bid may be modified by signed, written notice provided in a sealed envelope with the Bid number, description and the word "Modification" identified on the envelope.

B. A Bid modification may also be submitted in person by the Bidder or its authorized representative, who provides proper identification and provides written notice in a sealed envelope with the Bid number, description and the word "Modification" identified on the envelope.

1.20.3 All modifications shall not be opened until the official opening date and time to preserve the integrity of the Bid process. Telephone, telegraphic or electronic requests to modify a Bid/Solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bids' specified official opening date and time.

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

1.22 ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications of this Bid before submitting their 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.

1.23 PRICES BID: Give both unit price and extended total. Price shall 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, whereby all transportation charges shall be paid by Contractor unless requested as a single line item identified in this IFB. 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.

1.24 PAYMENT TERMS: Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable and shall not be considered. 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.

1.25 INVOICES: An original copy of the invoice shall be submitted for each purchase and shall show the purchase order number or contract number and shall contain full descriptive information of item(s) or service(s) furnished. All invoices must be received within one year after goods or services have been provided or invoices will be considered delinquent. The City of Joplin reserves the right to refuse payment of delinquent invoices unless prior arrangements have been made.

1.26 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).

1.27 DESCRIPTIVE INFORMATION: All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

1.28 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.

1.29 SAMPLES (IF REQUIRED): For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

1.29.1 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.

1.29.2 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 samples not removed by the Bidder within thirty (30) calendar days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

1.29.3 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.

1.29.4 All samples packages shall be marked "Sample for Building Division" 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.

1.30 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 to the City. Also, the Bidder shall refund to the City any money which has been paid for same. The Bidder will be responsible for attorney fees in the event the Bidder defaults and court action is required.

1.31 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.

1.32 TAX-EXEMPT: The City of Joplin, Missouri is exempt from payment of the Missouri Sales Tax, Missouri Tax ID Number 12490440 in accordance with Section 39 (10), Article 3, of the Missouri Constitution.

1.33 BASIS OF AWARD:

1.33.1 Only firm Bids shall be considered.

1.33.2 Bidders may be requested to submit financial statements subsequent to the Bid opening. Such statements shall be submitted to City within three (3) calendar days after being so requested.

1.33.3 The award of the Contract, if it is awarded, shall be awarded to the lowest responsible and responsive Bidder(s) whose qualifications indicate that awarding the Contract to said bidder(s) is in the best interest of the City and whose Bid complies with all prescribed requirements.

1.33.4 Award may also be based on other evaluation criteria stipulated in the Invitation for Bid.

1.34 EVALUATION OF BIDS:

1.34.1 When evaluating submitted bids, the City may review, without limitation, the following: (1) the prior work experience

of the bidder; (2) financial statements; (3) the qualifications of submitted sub-contractors, suppliers, and manufacturers to be used in the work; (4) data on the materials and equipment to be incorporated or used in the work; and (5) any other evaluation criteria which may be stipulated in the IFB. Time of completion of the work or delivery may also be considered factor in awarding the Contract.

1.34.2 "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, or any other applicable information, such reference is intended merely to establish a standard. Therefore, any material, article, or equipment of other manufacturers and vendors which will reasonably perform adequately the duties imposed by the general design will be considered equally acceptable by the City provided the material, article, or equipment so proposed, is, in the exclusive opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City.

1.34.3 Whenever the name of a manufacturer is mentioned in the IFB and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the designation "no substitutes" appears in the IFB. The City shall determine that items Bid are equal, or it may request samples and proof thereof to determine if said items are equal unless approved before shipment. City reserves the right to return at Bidder's expense all items that are not acceptable as equals, said items to be replaced by Bidder with satisfactory items at the original awarded price.

1.34.4 Bid submittals may also be evaluated on other criteria as stipulated in the IFB.

1.34.5 If stipulated as a Bid requirement, Bids will only be considered if they are submitted along with an Experience Statement which shall list projects and show satisfactory completion of work of comparable type and size to the work contemplated by these Contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the Bid. Similar Experience Statements shall be included for any sub-contractors named in the Bid response.

1.34.6 The City reserves the right to consider cooperative contracts, federal, state, municipal, and other governmental entities, during the evaluation process. The City may utilize a cooperative contract in lieu of making an award.

1.35 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.

1.36 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.

1.37 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.

1.38 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

1.39 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The City of Joplin, 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 ensure that in any contract entered into pursuant to this solicitation 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.

1.39.1 The City of Joplin encourages the participation of Disadvantage Business Enterprises (DBEs). If your firm is a designated DBE, please be sure and identify such on the enclosed **AFFIDAVIT OF COMPLIANCE.**

1.40 BID TABULATION: Bidders may request a copy of the Unofficial Bid Tabulation of the Invitation for Bid.

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

1.42 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 Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

1.43 ORDER OF PRECEDENCE: Any and all Terms and Conditions and Specifications attached hereto, which varies from the Instruction to Bidders, shall take precedence.

1.44 AFFIDAVIT FOR SERVICE CONTRACTS: The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Joplin affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

1.45 INSPECTION AND ACCEPTANCE: All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without City's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have, therefore.

1.46 CONTRACT DOCUMENTS: If it is determined that a contract be issued via this solicitation, the contract between the City of Joplin and the Contractor shall consist of: (1) applicable contract document, (2) the Invitation for Bid, and any addenda thereto and, (3) the Bidder's Bid, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid, and addenda thereto shall govern over the Bidder's Bid and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Bidder, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid, or the Bidder's Bid. The Bidder is cautioned that the Bid shall be subject to acceptance without further clarification. 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.

1.46.1 Any contract resulting from this solicitation may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

1.47 PROPRIETARY INFORMATION: In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Bidders should be aware that Invitation for Bids and the responses thereto become open public records once a fully executed contract is in place. Bidders are requested to identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

1.47.1 Failure of Bidders to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Bidders should identify any information as confidential and/or proprietary by

stamping each page with such information "Confidential" and/or "Proprietary". Identification of claimed confidential or proprietary information does not guarantee that such information may not be disclosed pursuant to applicable law.

SPECIFIC REQUIREMENTS OF BID:

2.0 LICENSES AND PERMITS: The successful Bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Joplin, MO, Business License. Before issuance of a contract to the successful Bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Building Division to be kept in the Bid file as part of the permanent record. If applicable, it shall be the responsibility of the successful Bidder to obtain a business license.

2.1 INSURANCE: The Bidder must provide a Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to the award of a contract.

2.2 COMPLIANCE: The following items shall be provided by Bidder to the City of Joplin Building Division. To be considered complete and responsive, Bidder must submit all Pages identified with **"RETURN THIS PAGE"** of this IFB document as well as the specified number of copies. **Bidders are to submit all pages of this IFB identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your bid non-responsive.**

2.2.1 To be provided with Bid submittal:

- Section 5.0-Pricing Page
- Section 13.0-List of References and Experience
- Section 14.0-Affidavit of Compliance Form
- Section 15.0-Certification Regarding Potential Conflicts of Interest
- Section 16.0-Bidder Statement of Qualifications
- Section 17.0- Resumes of Key Personnel
- Executed Addendum(s) (If Applicable)

2.2.2 To be provided prior to the issuance of a contract:

- Proof of Business License
- Certificate of Insurance (COI) naming the City of Joplin as additional insured. NOTE: COI shall identify the **SAME** legal entity company name as reflected on the respondent's W-9.
- Work Authorization Affidavit
- E-Verify Signature Page
- W-9 (new vendor only). NOTE: W-9 shall identify the **SAME** legal entity company name as reflected on the awarded respondent's Certificate of Insurance (COI).
- The ten (10) hour on site OSHA construction safety training requirements are applicable for work completed under this Contract. Certificate of Completion must be provided for all of those performing work on said project. (if applicable-include an Affidavit of Compliance form).

2.3 CONFLICT: By submission of its response, the bidder certifies that they are in compliance with items 2.5.1 through 2.6.4.

2.3.1 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor/Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor/Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor/Consultant.

NOTE: COMPLETION AND SUBMITTAL OF ITEM 11.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR BID RESPONSE TO BE CONSIDERED RESPONSIVE.

2.4 DEBARMENT AND SUSPENSION STATUS:

2.4.1 **Bidder** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Bidder** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

2.4.2 **Bidder** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Bidder** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

2.4.3 **Bidder** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

2.4.4 **Bidder** has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.5 PREVAILING WAGE: Due to the funding source being utilized with this project prevailing wage requirements will not be required with this project.

2.6 RETAINAGE: For any new work where the prevailing wage applies, the City will withhold 5% retainage until final completion and acceptance by the City of the project unless it has been determined that the project will be paid as a "lump sum" in which case the 5% retainage will be waived. If retainage is released and there are any remaining minor items to be completed an amount equal to one hundred and fifty percent of the value of each item as determined by the City or the City's duly authorized representative shall be withheld until such item or items are completed. All other requirements shall be adhered to.

2.7 VALUE OF REMAINING WORK: If the City or it's duly appointed representative(s) determines the work is not substantially completed and accepted, then the City or the City's representative shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen (14) calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the City, the City shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public owner's representative shall be withheld until such items are completed (RSMo 34.057.1).

2.8 INVOICE-PAYMENT REQUIREMENTS: Contractor shall provide certified copies of payroll with each invoice for jobs classified as new construction or major repair. All invoices must state whether work being performed is major or new construction. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by Contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Joplin, Missouri, one hundred ($100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.

2.9 The City reserves the right to bid any project over the City's informal bid threshold amount of $15,000.00 that is determined to be in the best interest of the City.

2.10 WORK ORDER COST ESTIMATES:

2.10.1 Unless identified as an item under section 4.0 PRICING; all work to be provided shall require the provision of a Work Order Cost Estimate (see section 2.12.4). The City reserves the right to bid any project over the City's informal bid threshold amount of $15,000.00 and is determined to be in the best interest of the City.

2.10.2 Contractor will be contacted for services as required by the applicable City Department Supervisor or designee. Contractor shall not perform work for any department without prior approval by the Chief Building Official or their designee.

2.10.3 Hourly charges are to begin when service technician arrives at job site or reports to the Chief Building Official or their designee, whichever is requested by the City. The Contractor shall NOT commence any work until he has notified the proper City personnel of his arrival. Contractor will not be allowed travel time. Please build into your quoted hourly rate the amount you feel necessary to cover travel time. The City shall not be responsible for payment to Contractor for any briefings or meetings held between the City and the Contractor, as these meetings are to the mutual benefit of both parties.

2.10.4 Prior to commencing any work, the Contractor shall provide a Work Order Cost Estimate to the applicable Chief Building Official or their designee. The estimate shall clearly state the number of hours and manpower that will be used for the project. If for some reason extra hours are needed, the hours shall be approved in advance by the Department Supervisor or designee. The estimate shall be reviewed and approved by the Chief Building Official or designee prior to the commencement of any work.

2.10.5 The Contractor shall coordinate the time and date of the service call with applicable Chief Building Official or their designee and it will be the City's Designees' responsibility to monitor the Contractor's time on site.

2.10.6 Prior to departure from the work site, the Contractor shall provide the applicable Chief Building Official or their designee with a two-part Service Call Receipt for the services rendered which shall include but not limited to the date, start time, finish time, number of crew utilized for the service call. The Contractor Supervisor or designee will sign the receipt, and a copy shall be provided to the applicable Chief Building Official or their designee.

2.10.7 The Contractor will provide the City Designee with a signed copy of the Service Call Receipt attached to the invoice which references the Purchase Order issued for Services rendered.

2.10.8 All work shall be performed, and all complaints handled with due regard to the Chief Building Official BWicklun@joplinmo.org . The Contractor shall utilize competent employees in performing the work. At the request of the City, the Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and the Contractor shall each be promptly notified by the other of any complaints received.

2.10.9 The Contractor shall be responsible for providing, maintaining and transporting all necessary and customary equipment, tools and fuel needed to fulfill the contract. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing either, lost, damaged, destroyed or stolen.

2.10.10 Proper safety precautions shall be used at all times and shall remain the Contractor's responsibility. The Contractor shall be equipped to enter confined spaces and hazardous atmospheres meeting all Occupational Safety and Health Administration (OSHA) criteria.

2.11 EVALUATION CRITERIA: Award consideration will be based on:

2.11.1 **Price:** Lowest and best price for goods and/or service, as specified, will be considered in evaluating this bid.

2.11.2 **References and Experience:** Consideration will be given to the length of time the company has been in operation, providing similar services; past performance history, and references. See enclosed List of References and Experience Form. To be considered 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.

2.11.3 **Personnel Qualifications:** Consideration will be given to the experience, performance records, and abilities of all persons performing the work including subcontractors.

SCORING RANGES

	50 Point Item	30 Point Item	20 Point Item
Outstanding	37 – 50	26 – 30	16 – 20
Exceeds Acceptable	25 – 36	15 - 25	10 – 15
Acceptable	13 – 24	6 – 14	5 – 10
Marginal	0 – 12	0 – 5	0 – 4

		Max. Pts	Score
1.	**Price:** Lowest and best price for goods and/or service, as specified, will be considered in evaluating this bid.	**50**	_____
2.	**References and Experience:** Consideration will be given to the length of time the company has been in operation, providing similar services; past performance history, and references.	**30**	_____
3.	**Personnel Qualifications:** Consideration will be given to the experience, performance records, and abilities of all persons performing the work.	**20**	_____
		Total (100)	

2.12 MISSOURI REGISTRATION: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0

2.13 PRICING: All pricing shall remain firm and fixed for the contractual term.

3.0 SPECIFICATIONS:

3.0.1 INSPECTION: Tests shall be performed only by Contractor certified as per 10 CSR 10-6.250 of the Missouri Code of State Regulations. The contractor should include a copy of their Missouri certification with their bid. The contractor shall inspect and test for asbestos as necessary, and in accordance with best practices, the interior and exterior of the structure. Testing shall include materials such as, but not be limited to:

3.0.1.1 Ceiling texture material
3.0.1.2 Linoleum flooring sheeting
3.0.1.3 Plaster wall material
3.0.1.4 Sheetrock material

3.0.1.5 Roofing materials
3.0.1.6 Exterior siding
3.0.1.7 Insulation/Pipe Wrap
3.0.1.8 HVAC duct wrap/pipe insulation
3.0.1.9 Drop ceiling tile
3.0.1.10 Floor tile (9x9 or 12x12)
3.0.1.11 Mastic
3.0.1.12 Low slope roofing material

3.0.2 SAMPLES: Samples collected during inspections shall be analyzed by laboratories accredited by the National Voluntary Laboratory Accreditation Program (NVLAP).

3.0.3 REPORTS: The Contractor shall provide two (2) copies of laboratory test reports. Reports must include the following:

3.0.3.1 Cover Page
3.0.3.2 Table of Contents
3.0.3.3 Asbestos Sample Summary
3.0.3.4 Site Location Map
3.0.3.5 Asbestos Sample Locations
3.0.3.6 Inspector Certifications
3.0.3.7 Photographic Documentation (identified to sample)
3.0.3.8 PLM (Polarized Light Microscopy) Summary
3.0.3.9 Chain of Custody
3.0.3.10 Report to indicate:
3.0.3.10.1 If it is not safely possible to thoroughly inspect the structure.
3.0.3.10.2 If it is not safely possible to abate any asbestos that was found.
3.0.3.10.3 If it is recommended that the structure be wet demoed and condemned entirely as asbestos containing material.

3.0.4 CUSTODY: Chain of custody shall be documented and preserved by the Contractor.

3.0.5 DISCOVERY OF HAZARDOUS MATERIALS: In the event previously unknown hazardous materials are discovered by the Contractor, the Contractor shall immediately suspend work in the specific location of the hazardous material and immediately notify the City.

3.0.6 SAFETY PRECAUTIONS: The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these contract documents. The contractor shall also comply with all regulatory agency's requirements for safety

3.0.7 CLEAN-UP: All materials and debris shall be removed from the work concurrently with progress of work.

3.0.8 AUTHORIZATION FOR SERVICES: Authorization for services will be provided by a Purchase Order or Blanket Purchase Order approved by City. All work orders will state the Purchase Order number, Work Order number (if applicable), location of work, person requesting the work and their phone number, and a description of the work to be performed. The work order will also state if the work being performed is considered to be new construction or maintenance.

4.0 ***SAMPLE* WORK ORDER COST ESTIMATE FORM**

ASBESTOS TESTING AND INSPECTION SERVICES IFB #001-2024

(Owner reserves the right to modify or make changes to this form/Contractor shall use latest revision of this form as supplied by the Owner.

==========

Contractor Name: _____ **Work Order No.:** _____

Work Location: _____

Description of the Work:
(To be completed by the City prior to work order being submitted to Contractor)

_____

_____

_____ Use separate sheet if more space is required.

The work shall be completed in accordance with the City of Joplin Asbestos Testing and Inspection and Contract.

Requested By: _____ **Date:**_____ **City P.O. Number:** _____

Contractor shall sign, date and submit one copy of this Work Order with invoice. A copy of this form and any additional support documents shall also be hand delivered, mailed to the Building Division, 602 S. Main St, Joplin, MO 64801

_____ _____ _____

Owner's Representative (Signed) (Printed Name) Date

5.0 PRICING:

SUBMITTED BY: _____
Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.
The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including F.O.B delivery to Joplin, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted. **All pricing shall remain firm and fixed for the contractual term.**

5.1 GROUP ONE: CONDUCT INSPECTION FOR ASBESTOS CONTAINING MATERIALS, AS SPECIFIED HEREIN:

ITEM	DESCRIPTION	UNIT PRICE
5.1.1	**Conduct Inspection for Asbestos Containing Materials:**	$_____

5.1.6 _____Calendar days to begin inspections and testing after being notified by the City.

5.1.7 _____Calendar days to provide report after completing inspection and testing.

RETURN THIS PAGE

INDEPENDENT CONTRACTOR AGREEMENT
FOR ASBESTOS INSPECTION SERVICES

This AGREEMENT is entered into this _____ day of _____ 20_____ ("the Effective Date"), by and between the City of Joplin, Missouri ("City"), and _____ ("Contractor"), and with City and Contractor being referred to collectively as "the Parties."

WHEREAS, City desires to engage an independent contractor for the purpose of providing asbestos inspection services, as described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as an independent contractor for the purpose of providing asbestos inspection services, as described in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within **thirty (30) calendar days** from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City's Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor's Response to City's Request for Proposal, attached hereto and incorporated by reference as Exhibit B. **Specifically, Contractor agrees to provide asbestos inspection at the property commonly known as: _____.**

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor's work. City will pay Contractor $_____ (full amount of contract) as follows. Contractor will submit application for payment upon completion of the work. Within fifteen (15) days of City's receipt and approval of a properly submitted, complete, and correct Payment Application, City shall make payment to Contractor of the amount approved by City for payment.

4. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws.

5. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

6. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of the City.

7. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

8. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Jasper County, Missouri.

9. Compliance with Laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance. **Contractor acknowledges and agrees that Section 26-103 – Bond; insurance of the City Code is as follows:**

> **Before any person shall be granted a contractor's license, such person shall file a license and permit bond in the amount of $10,000.00 with the city, conditioned that such person will observe the ordinances of the city and not violate any of the provisions thereof, and will pay all taxes, license fees, fines, penalties and forfeitures that may be adjudged against him under the ordinances of the city. They shall further file an insurance certificate with the city, certifying public liability insurance with combined single limits of $300,000.00 coverage for bodily injury or property damage. They shall further have a certificate showing that he has worker's compensation insurance, if under the laws of the state he is required to carry such insurance.**

10. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

11. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Bid and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

12. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

13. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

14. Indemnification. Contractor hereby assumes all risk of, and responsibility for, and agrees to indemnify and save harmless City, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs, and expenses, including reasonable attorney's fees and expenses, therewith made, brought or obtained on account of the loss of life or property or injury or damage to the person or property of any person or persons whomsoever, whether such person or persons be Contractor, its agents or employees, or City, its agents or employees, or any third-person in any way connected with the parties hereto, which loss of life or property, or injury or damage to persons or property, shall be due to, or arise out of, result from, or be in any way connected with, this Agreement.

15. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

16. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be effected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

17. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

18. Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the parties and their respective successors and permitted assigns.

19. Unauthorized Aliens. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully authorized to work in the United States. Pursuant to section 285.530, RSMo, for contracts in excess of $5,000, Contractor affirms its enrollment and participation in a federal work authorization program (as of the date hereof, the Employment Eligibility Verification Program (E-Verify) authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended). In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

b. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

20. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written above.

CITY OF JOPLIN, MISSOURI	CONTRACTOR
_____	_____
Bryan Wicklund	By: _____
Chief Building Official	Its: authorized signatory

7.0 INSPECTION AND ACCEPTANCE: No material received by the City shall be deemed accepted by the City until the City has provided written notice of acceptance. All material which is discovered to be defective or which does not conform to any warranty of the Contractor or the Contract, upon initial inspection, or at any later time shall be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without City's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have, therefore.

GENERAL GUARANTY AND WARRANTY: The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and their sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, Contractor shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.

7.1 PATENTS: Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that they will at their own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees to pay all cost, damages and profits recoverable in any such suit.

7.2 QUANTITIES: City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.

7.3 ACTS OF GOD: Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

7.4 BANKRUPTCY OR INSOLVENCY: In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this Contract or affirm the Contract and hold Contractor responsible in damages.

7.5 COMPLIANCE WITH APPLICABLE LAWS: Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this Contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this Contract, including imposition of fines and penalties which result from the violation of such laws.

7.6 TIME OF DELIVERY: All materials ordered shall be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages or costs sustained as a result thereof.

7.7 INTERPRETATION OF CONTRACT: This Contract 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 litigated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

7.8 INVOICES: An original copy of the invoice shall be submitted for each purchase and shall show the purchase order number or Contract number and shall contain full descriptive information of items or services furnished. All invoices must be received within one year after goods or services have been provided otherwise invoices shall be considered delinquent. Delinquent invoices shall not be paid by the City unless prior arrangements have been made in writing.

7.9 NOTICE AND SERVICE THEREOF: Any notice to any Contractor from the City relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or e-mail, to the said Contractor at their last given physical or e-mail address or delivered in person to said Contractor or his authorized representative.

7.10 PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

7.11 TERMINATION OF CONTRACT:

A. Termination for Cause

In the event of material breach of the contractual obligations by the Subrecipient, the City may terminate the Agreement for Cause. In its sole discretion, the City may give the Subrecipient an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Subrecipient must provide the City within 10 working days from notification a written plan detailing how the Subrecipient intends to cure the breach. If the Subrecipient fails to cure the breach or if circumstances demand immediate action, the City will issue a notice of cancellation terminating the Agreement immediately.

If it is determined the City improperly terminated the Agreement, such cancellation shall be deemed a Termination for Convenience.

B. Termination for Convenience

The City reserves the right to terminate the Agreement at any time, for the convenience of the City, without penalty or recourse, by giving written notice to the Subrecipient at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Subrecipient pursuant to the terms of the contract shall, at the option of the City, become the property of the City. When applicable, the Subrecipient shall be entitled to receive compensation for services and/or property delivered to and accepted by the City pursuant to the Agreement prior to the effective date of termination.

7.12 INDEMNITY AND HOLD HARMLESS:

- **A.** In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.
- **B.** The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Contract to Contractor.
- **C.** The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- **D.** The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
- **E.** The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
- **F.** Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its Contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.
- **G.** The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection

Agency or Department of Natural Resources.

7.13 SUB-CONTRACTS:

- **A.** The Contractor shall not execute an agreement with any sub-contractor to perform any work until the City has provided written consent of the use of such sub-contractor.The Contractor shall be fully responsible to the City for the acts and omissions of any sub-contractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by them.
- **B.** The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the provisions of the Contract.
- **C.** Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

7.14 UNIFORM COMMERCIAL CODE: This Contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

7.15 CHANGES: The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this Contract or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the Contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the Contract as changed.

7.16 RESPONSIBILITY FOR SUPPLIES: The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.

7.17 FINAL PAYMENT: Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon them/her by the Contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number **6.55** below.

NON-DISCRIMINATION IN EMPLOYMENT: In connection with the furnishing of supplies or performance of work under this Contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all authorized subcontracts awarded hereunder. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

- **A.** This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- **B.** This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

7.18 TAX EXEMPT: Do not bill tax. The City of Joplin is exempt from payment of the Missouri Sales Tax, Missouri Tax ID Number: 12493651 in accordance with Section 39 (10), Article 3, of the Missouri Constitution.

7.19 REGULATIONS PURSUANT TO "ANTI-KICKBACK ACT": The Contractor shall comply with the applicable regulations of the United States Department of Labor, made pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c) and any amendments or modifications thereof, shall cause appropriate provisions

to be inserted in sub-contracts to insure compliance therewith by all sub-contractors subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as of the Department of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

7.20 CONFLICT OF INTEREST: No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

7.21 FUND ALLOCATION: Any resulting Contract or issuance of a Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and services under the Contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the Contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Contract shall be construed so as to give effect to such intent.

7.22 ASSIGNMENTS: Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.

7.23 DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs and that neither it nor its principals nor its subcontractors receiving sub-awards is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal or State department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

7.24 MODIFICATION OF CONTRACT: The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of an amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work, products or services to be incorporated by a modification to the Scope of Work and the Contract.

7.25 AUTHORIZATION: The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor. The term of the Contract shall be for the period specified in the Contract.

7.26 GENERAL INDEPENDENT CONTRACTOR CLAUSE: This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor 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, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7.27 CONTRACTOR'S PERSONNEL:

A. The Contractor represents that Contractor will secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor'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 services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

B. The Contractor represents, in accordance with RSMo statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Joplin affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

7.28 CONTRACTOR'S PERSONNEL CONDUCT: Contractor's personnel are expected to conduct themselves in a courteous, safe, and responsible manner. This includes refraining from any behavior or actions while on City property that may be deemed offensive or unsafe by the City and complying with all related policies and procedures.

7.29 COOPERATION: All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out of the scope of services.

7.30 CITY BENEFITS: The Contractor 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.

7.31 NON-EXCLUSIVE AGREEMENT: This IFB will result in a non-exclusive Contract and the City reserves the right to purchase same or like materials and/or services from other sources as deemed necessary and appropriate.

7.32 CONFIDENTIALITY OF DOCUMENTS: Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

7.33 WAIVER: No provision of the Contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of Contract.

7.34 ENTIRE CONTRACT: This Contract, including the terms and conditions contained or referenced herein, constitutes the entire Contract between the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto.

7.35 WORK HOUR AND SAFETY STANDARD ACT: For federal and federally assisted contracts, all bidders awarded contracts in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29CRF, Part 5). Under Section 103 of the Act, each Contractor shall be required to compute wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard work week of forty (40) hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less than 1 1\2 times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or forty (40) hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies, or materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.36 LABOR-RELATED REGULATIONS: The Bidder's attention is specifically directed to the special rules, regulations, and stipulations pertaining to labor listed below which may be a part of the Bid as stipulated in the "Invitation to Bid".

A. Wage Rate Stipulation - State of Missouri. If required by the "Invitation to Bid".

B. **Wage Rate Determination** – Federal. If required by the "Invitation to Bid".
The Bid, Contract and bonds shall be conditioned upon compliance with all provisions of the Contract Documents including these rules, regulations and stipulations.

7.37 BUILDING REGULATIONS, PERMITS AND LAW: Contractor shall comply with all current and applicable local codes, ordinances and licensing requirements.

7.38 COORDINATION OF THE WORK: The Contractor shall be responsible for the proper execution of all work and for the coordination of the operations of all trades, sub-contractors, and supplies engaged under the Contract. He shall be prepared to provide each of his subcontractors the locations, measurements, and information they may require for the performance of their work.

7.39 CHANGES IN THE WORK:

A. The Contractor shall not make changes in the work required to be performed by omitting work, by adding work or by changing materials, fixtures or services from those specified without the prior written consent of the City. Any authorized changes will not relieve or release the Contractor from any of these obligations under the Contract. All work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Except for the purpose of affording protection against any emergency endangering life and/or property, the Contractor shall not make any changes in the Contract.

B. Each change order shall include in its final form, a detailed description of the change in the work, the Contractor's proposal for the change in price and/or time, and the statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the change order.

7.40 TIMING:

Time to Commence Work: Upon receipt of Contract Documents fully executed by City and a Notice to Proceed, Contractor shall immediately proceed with the work. Inspections are expected to be completed within 14 days with the final report including all results being submitted to the Building Division within 30 days of contract being signed.

7.41 PAYMENTS:

Lump Sum Payments: After the final inspection and acceptance of all work under the Contract, by the City, including clean- up, the Contractor shall prepare his statement for final payment and submit it to the Owner for approval. When the required warranties and the release of liens have been executed by the Contractor, the final payment will be made which will include any amounts remaining due under the Contract. (Allow a full thirty (30) days). The Contractor will be paid the Contract price in one lump sum amount after the work is satisfactorily completed unless progress payments are approved prior to Contract award.

7.42 CONTRACTOR'S CERTIFICATE AND RELEASE: (for Construction Purposes). Prior to final payment and as a condition there to, the Contractor shall execute a certificate and release. This certificate and release will set forth the undisputed balance due the Contractor under the Contract, a listing for amounts of outstanding and unsettled items which the Contractor claims are due and owing by the City to the Contractor; a certification that the work under the Contract and Change Orders (if applicable) has been performed in accordance with the terms, thereof, and that there are no unpaid claims for materials, supplies or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of the Contract, a statement that, except for the amounts enumerated, the Contractor releases the City from any and all claims arising under or by virtue of the Contract. A duplicate of the certificate shall be issued to the City.

7.43 SURPLUS MATERIALS: The job site shall be kept clean and free of surplus materials, rubbish and debris at all times. All surplus materials delivered to the job site and all materials, fixtures, and equipment removed and not reused shall remain or become the property of the Contractor and its sub-contractors and shall be removed from the job site promptly after completion, as well as all rubbish and debris resulting from their respective operations at the Contractor's expense.

7.44 ACCIDENT PREVENTION:

A. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be

responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. All materials, parts, supplies and services rendered under the technical specifications must comply with standards of the Williams Steiger Occupational Safety and Health Act. In consideration of the price paid herein Contractor agrees to indemnify City for any penalties imposed by the Act arising out of misfeasance or malfunction of items or services purchased.

B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the City with reports concerning these matters.

7.45 DAVIS BACON ACT: If applicable, the wages for any work utilizing this contract in which federal funding is utilized shall comply with all applicable federal laws and requirements to include but not limited to the Davis Bacon Act.

8.0 SAMPLE PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that (COMPANY NAME) as principal and _____, as surety are held and firmly bound to the City of Joplin, Missouri, in the sum of _____Dollars ($_____)to be paid to the City of Joplin, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this Bond is such that:

WHEREAS the above-named principal entered into a contract with the City of Joplin, Missouri, for:

PROJECT DESCRIPTION per IFB #001-2024

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the Contract on his, it's or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Joplin, Missouri, applicable to the aforesaid Contract and this Bond and the conditions of said Contract, and at the time stipulated in said Contract or within a reasonable time if no time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this Bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

In addition to any other remedies which may be had by the City of Joplin, Missouri, under this Bond, the City may in case of default or abandonment of the Contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this Bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the Contract aforesaid; and in the event of default on the part of the surety to timely proceed to complete as aforesaid the City of Joplin, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work, including attorney fees.

This Bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this Bond, the venue for such litigation shall be in the Circuit Court or Associate Circuit Court of Jasper County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

By: _____

Surety: _____

By: _____

Approved as to Form:

_____

City Attorney or designee

9.0

OSHA Affidavit of Compliance with Section 285.500, RSMo., et seq.

For All Agreements Providing Services In Excess Of $5,000.00.

Effective January 1, 2009

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally appeared _____*(Name)*

who is _____*(Title)* of _____

(Name of company), a *(circle one)* corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

(1) that said company is enrolled in and participates in an OSHA federal work authorization program with respect to the employees working in connection with the contracted services; and

(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in an OSHA federal work authorization program is attached to this affidavit.

Signature _____

Print Name: _____

Subscribed and sworn to before me this _____day of _____, _____.

_____

Notary Public

My commission expires: _____

13.0 LIST OF REFERENCES AND EXPERIENCE:

PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit with bid. To be considered for award, bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business?	Years:
List references and prior experience; preferably with other municipalities, in the last 3-5-year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion and contract amount.)	
Prior Work/Services Performed for: Municipality/Company Name:_____ Address: _____ _____ _____ Contact Person: _____ Title: _____ Telephone No: _____ Description of Work/Services Performed: Contract Amount: $_____ Completion Date: _____	
Prior Work/Services Performed for: Municipality/Company Name:_____ Address: _____ _____ _____ Contact Person: _____ Title: _____ Telephone No: _____ Description of Services Performed: Contract Amount: $_____ Completion Date: _____	

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14.0 AFFIDAVIT OF COMPLIANCE

To be submitted with vendor's Bid

_____We DO NOT take exception to the IFB Documents/Requirements.

_____We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows: _____

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

Company Name: _____ **Telephone Number:** _____

By: _____ **Fax Number:** _____
(Authorized Person's Signature)

_____ **Email:** _____
(Print or type name and title of signer)

_____ **Federal Tax ID No.:** _____
(Company Street/P.O. Box Address)

_____ **Date:** _____
(City, State, Zip Code)

DBE Vendor (Yes/No): _____

Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

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15.0 BIDDER STATEMENT OF QUALIFICATIONS

1. Name and Address of Firm: _____

_____

Street Address City State Zip Code

2. Federal ID No._____

3. Area Code and Telephone Number. _____

NOTE: If the Bidder is a Joint Venture, then all parties to the Joint Venture must complete a separate Statement of Qualifications.

4. If you have done business under a different name, please give name and location.

_____

_____

General Information: All questions must be answered accurately, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. Additional information may be submitted, if so desired.

5. How many years have you been engaged in the provision of the certain goods or services identified in this IFB under your present firm name or trade name?_____

6. General character of work or provision of performed by you. _____

_____

7. Have you ever failed to complete any work awarded to you? If so, where and why?

_____

_____

8. Have you ever defaulted on a contract? If so, where and why? _____

_____

_____

9. Has your firm ever engaged in litigation for the settlement of claims or disputes arising out of a construction contract? If so, give particulars.

_____

_____

NOTE: The information provided here, in conjunction with other available information, will be used to determine whether or not you are qualified to perform the scope of work defined in this bid package. The ProjectManager will make the final decision regarding contractor qualification at his discretion. Providing false or misleading information will likely result in the rejection of the bid proposal.

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