

CITY OF ST JOSEPH

Proposals Must Be Received No
Later Than

Time: 4:00PM Date: 1/28/2020

For Information Contact

Purchasing

at (816) 271-5330

REQUEST FOR PROPOSAL

NO RFP2020-12

Page 1 of 18

This document constitutes a request for sealed bids, including prices, from qualified individuals and organizations to furnish those services and/or items as described herein.

Proposals must be mailed or delivered to the Division of Purchasing, 1100 Frederick Avenue Room 201, St. Joseph, MO 64501.

Snow/Ice Removal and Ice Control

This form must be completed, signed and returned with the proposal.

Please have the Bid Name and Number on the outside of the sealed proposals.

The offeror must provide all information required in this document pursuant to the specifications attached and included herein.

The offeror hereby agrees to provide the services and/or items at the prices quoted, pursuant to the attached terms and conditions of Request for Proposal or Invitation to Bidders and Terms and Conditions of Purchase, and further agrees that when this document is countersigned by an authorized official of the City of St. Joseph, a binding contract, as defined herein, shall exist between the offeror and the City of St. Joseph.

SIGNATURE REQUIRED

Offeror's Signature: _____ Offeror's Printed Name: _____ Title : _____

Company Name: _____ Date of Proposal: _____

Mailing Address: _____ Telephone: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Social Security or Federal Tax No _____

NOTICE OF AWARD (This section for City of St. Joseph use only)

Requisition No. _____

This proposal is accepted by the City of St. Joseph as follows:

Purchase Order _____

Buyer

Purchasing Agent

Date

CITY OF ST. JOSEPH
PURCHASING DIVISION
TERMS AND CONDITIONS OF REQUEST FOR PROPOSAL
OR INVITATION TO BIDDER

1. PREPARATION OF BIDS

- a. Bidder's are expected to examine the specifications, delivery schedule, bid prices and all instructions of the Request for Proposal or Invitation to Bid. Failure to do so will be at bidder's risk. In case of a mistake in extension, the unit price(s) will govern.
- b. Any manufacturer's names, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item. If bids are based on equivalent products, indicate on the bid form the manufacturer's name and model number. The bidder shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to bid on alternate brands will be received and considered in complete compliance with the specifications as listed on the bid forms.
- c. All supplies and equipment offered in a bid must be new and of current production unless the Request for Proposal or Invitation to Bidder clearly specifies that used or reconditioned supplies or equipment be offered.
- d. Firm fixed prices shall be bid and include all packing, handling and shipping charges.
- e. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety days (90) from bid opening and for the specified contract period.

2. TAX EXEMPTION

- a. Do not bill federal tax. Certificate number 44-6000256.
Do not bill state tax. Certificate number 12493457.

3. SUBMISSION OF BIDS

- a. A bid submitted by a bidder must (1) be manually signed by the bidder on the Purchasing Division's Request for Proposal or Invitation to Bidder, (2) contain all requested information, (3) be priced as required, (4) be sealed in an envelope or container, (5) be attached to a security deposit if required, and (6) be delivered to: the Purchasing Division, 1100 Frederick, Room 201; St. Joseph, MO 64501, and officially clocked in no later than the exact time and date specified on the Request for Proposal or Invitation to Bidder.
- b. The sealed envelope or container containing a bid should be clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the official closing date and time.
- c. Submission of this bid constitutes an assignment by the bidder to the City of all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Missouri, which causes of action have accrued or will accrue as the result of or in relation to the particular good or services purchased or procured by it in fulfillment of any contract with the City arising from this bid.

4. MODIFICATION OR WITHDRAWAL OF BIDS

- a. Bids may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.
- b. After the official closing date and time, no bid may be modified or withdrawn.

5. BID OPENING

- a. Bid openings shall be public on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegraph or telephone will not be acceptable. Bid files may be examined during normal working hours by appointment. Bid tabulations will not be provided by telephone.

6. AWARDS

- a. Unless otherwise stated in the Price Inquiry, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received.
- c. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the Price Inquiry and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. When multiple bidders are equally responsible and qualified and submit equivalent bids, those bidders that are equally responsible and qualified and submit equivalent bids may be allowed to submit a subsequent lower bid price in accordance with a schedule established by the Purchasing Agent; such bid price must be submitted in a sealed envelope or container clearly marked on the outside left corner with (1) the official Price Inquiry number and (2) the closing date and time established by the Purchasing Agent; the submission may modify only the bid price.
- d. Each bid is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City; and shall bind the bidder to furnish and deliver at the price, and in accordance with the conditions of said accepted bid and detailed specifications.
- e. The City of St. Joseph is not obligated for expenditures unless funds have been encumbered by Purchase Order or Contract. The completion of the "Notice of Award" by the City is not an authorization for shipment or to proceed with services.

7. OPEN COMPETITION

- a. It is the intent and purpose of the Division of Purchasing that the Price Inquiry permits free and open competition. However, it shall be the bidder's responsibility to advise the Purchasing Division if any language, requirements are, or any combination thereof, inadvertently restricts or limits the requirements, are, or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a bid. The notification should be received by the Purchasing Division at least ten days prior to the Price Inquiry closing date and time. The bidder may submit notification after the bid closing providing sufficient time is permitted for a thorough review by the Purchasing Division and its decision will be final.

**City of St. Joseph, Missouri Health Department
Snow and Ice Removal and Ice Control
RFP2020-12**

The City of St. Joseph, Missouri is seeking proposals from qualified vendors, professionals or individuals to perform snow and ice removal and ice control for Patee Market and Animal Control facilities of the Health Department.

Questions regarding the request for proposals may be made to Kendra Bundy, Assistant Public Health Director at either kbundy@stjoemo.org or 816-271-4694.

Signed proposals, clearly identified with the RFP name and number, shall be submitted by 4:00 p.m. on January 28, 2020, to:

City of St. Joseph
Purchasing Agent
Room 201
1100 Frederick Avenue
St. Joseph Missouri 64501

Upon award of the contract, and in accordance with the attached services agreement:

- A. Contractor shall maintain in full force and effect throughout the term of this Agreement general liability insurance covering bodily injury liability and property damage in the amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). Contractor shall maintain automobile insurance for all owned, hired or non-owned, but used for Services, vehicles for combined single limit bodily injury and property damage per accident in an amount not less than One Hundred Thousand Dollars (\$100,000.00). Contractor shall further provide the City with evidence of insurance coverage for Worker's Compensation in accordance with the requirements of Missouri statutes and regulations relating to Worker's Compensation insurance coverage, if applicable. The City shall be named as an additional insured on said insurance policies described herein. A certificate of such policy or policies of insurance shall be furnished to the City prior to the execution of this Agreement. The City shall receive at least ten (10) days' written notice prior to the cancellation of any insurance.

- B. Contractor shall furnish a bond or its equivalent to the City in such form and terms as may be provided by the City in the sum of One Thousand Dollars (\$1,000.00) to guarantee that the full and faithful performance of provisions contained in this Agreement.

COST SHEET PER EVENT

Patee Market Health Center-904 S. 10th Street (Area A):

1. Snow plowing:

\$ _____ (main drive only) or

\$ _____ (equal to or less than 6 inches) or

\$ _____ (over 6 inches)

2. Ice control for parking lots:

\$ _____

3. Ice control for sidewalks:

a. North area between building and parking lot:

\$ _____ per bag

(limit 2 bags unless pre-approved)

\$ _____ snow removal as needed

b. North of north parking lot area:

\$ _____ per bag

(limit 2 bags unless pre-approved)

\$ _____ snow removal as needed

c. South sidewalk and ramp:

\$ _____ per bag

(limit 2 bags unless pre-approved)

\$ _____ snow removal as needed

d. East side from Lafayette to Olive: \$ _____ per bag

(limit 2 bags unless pre-approved)

\$ _____ snow removal as needed

e. West side of building: \$ _____ per bag
(limit 2 bags unless pre-approved)

\$ _____ snow removal as needed

4. Hauling away of snow for one (1) dump truck load:

\$ _____ per load
(only with City staff pre-approval)

Animal Control & Rescue-701 Lower Lake Road (Area B):

1. Snow plowing:

\$ _____ (main drive only) or

\$ _____ (equal to or less than 6 inches) or

\$ _____ (over 6 inches)

2. Ice control for parking lots: \$ _____

3. Driveway facing Lower Lake Road: \$ _____

4. Ice control for sidewalks:

a. East area between building and parking lot:

\$ _____ per bag (including ADA ramp)
(limit 1 bag unless pre-approved)

\$ _____ snow removal as needed

b. South side of building:

\$ _____ per bag
(limit 1 bag unless pre-approved)

\$ _____ snow removal as needed

5. Hauling away of snow for one (1) dump truck load:

\$ _____ per load

(only with City staff pre-approval)

City of St. Joseph, Missouri
CONTRACTOR AGREEMENT
FOR SNOW AND ICE REMOVAL AND ICE CONTROL

THIS CONTRACTOR AGREEMENT FOR SNOW AND ICE REMOVAL AND ICE CONTROL (hereinafter, the "Agreement") is made and effective as of the _____ day of _____, 20____, by and between the City of St. Joseph, Missouri, a Missouri municipal corporation (hereinafter, the "City"), and _____, located at _____ (hereinafter, the "Contractor").

That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following project or activity of the City:

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Contractor services which are particularly described as follows herein:

Contractor will provide snow and ice removal and ice control as requested on the subject properties utilizing any equipment required to satisfactorily remove all required snow and ice, and provide ice control in the areas outlined for each facility. Solely manually shoveling snow will not suffice for adequate removal of snow at either facility. Equipment or ice control methods utilized shall not damage the sidewalks or other areas at or surrounding the facilities. Snow and ice removal and ice control shall be fully completed in each area listed, when authorized. Contractor will remain in contact with City staff prior to and during inclement weather events to ensure subject properties are adequately maintained for staff and visitors.

The Agreement is for snow and ice removal and ice control at the Patee Market Health Center, 904 S. Tenth Street, St. Joseph, MO 64503 and St. Joseph Animal Control & Rescue, 701 Lower Lake Road, St. Joseph, MO 64504.

AREA "A"
PATEE MARKET HEALTH CENTER

The following area to be maintained under this Agreement (hereinafter, "Patee Market"), is as follows:

This removal/control includes all areas listed below for Patee Market:

1. Steps, handicap ramp, and all sidewalks around the building, including the sidewalks directly parallel to Olive Street on the north side of Patee Market, spanning from 9th to 10th Street.

2. The parking area on 10th Street in front of the building between Lafayette and Olive.
3. The parking lot on the north side of the building (at 10th and Olive).
4. The parking lot west of the other parking lot mentioned above (at 9th and Olive).
5. The parking area on the west side of the building between the building and the alley.
6. The alley from Lafayette to Olive on the west side of the building.
7. The snow shall be plowed AWAY from the foundation of the building and piled to minimize the impact on parking.

Areas to be used when piling snow at Patee Market:

1. In the parking area at the southwest corner of the building, north of the extended curb line of Lafayette and the alley.
2. In parking area at the southeast corner of the building, north of the extended curb line of Lafayette and Tenth Street.
3. On the north, east corner of the east parking lot.
4. On the north, west corner of the west parking lot.
5. Pile(s) that have accumulated will be hauled away after all clearing work is complete and ONLY when directed by an authorized City of St. Joseph Health Department employee.

Areas where snow DOES NOT need to be removed at Patee Market:

1. The steps to the basement on the west side of the building.
2. The area inside the wooden fence on the west side of the building.

NOTE: Bobcats, tractors and other large equipment shall not be used within two (2) feet of the wooden fence located at the northwest corner of Patee Market, extending to the alleyway.

AREA "B"

ST. JOSEPH ANIMAL CONTROL AND RESCUE

The following area to be maintained under this Agreement (hereinafter, "Animal Control & Rescue"), is as follows:

This removal/control includes all areas listed below for Animal Control & Rescue:

1. Handicap ramp and all sidewalks around the building
2. The parking lot in front of the building facing east.
3. The sloped driveway on the south side of the building.
4. The snow in the parking lot shall be plowed AWAY from the foundation of the building. The dumpster in the northeast corner of the parking lot must be accessible.

Areas to be used when piling snow at Animal Control & Rescue:

1. On the west curb of the driveway leaving both garage doors accessible to vehicles.
2. On the south curb of the parking lot without restricting vehicle access at the entrance.
3. On the east end of the parking lot without preventing access to the dumpster on the northeast corner.

4. Pile(s) that have accumulated will be hauled away after all clearing work is complete and ONLY when directed by and authorized City of St. Joseph Health Department employee.

All areas are to be reviewed with City staff at the beginning of each contract year to ensure proper treatment during each inclement weather event. The above services (hereinafter, the "Work") shall be provided by the Contractor in accordance with all the provisions of this Agreement and the City of St. Joseph, Missouri, General Conditions for the project that are attached hereto and incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

- a sum not to exceed _____
or (if above box is not checked):
- such amount as is set forth on an attached Exhibit A, subject to any limits as established therein, in approving authorization, and in the general conditions.

III. TIME AND MANNER OF PAYMENTS

Contractor will submit an invoice of services rendered for each snow/ice event. The agreed amounts are listed on an attached Exhibit A. All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by the City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates, or schedule of values set forth herein.

IV. CONTRACT SCHEDULE/TERM

The Contractor shall complete the Work during the term indicated below:

The agreement will run from October 1, 2019 through September 30, 2020. The Agreement shall renew in annual increments up to an additional three (3) years unless either party informs the other it will not be renewed thirty (30) days prior to the expiration of the then-current year. Notwithstanding the foregoing, the City may terminate this Agreement by notifying the Contractor of such, as per the attached General Conditions, made part of the Agreement herein..

The snow will be removed after it accumulates to two (2) inches unless specifically requested by authorized staff of the City. Ice removal/control will be done on an as needed basis.

The time frame involving the removal of snow and ice, and ice control, shall be as follows:

- Snow and ice removal and ice control will initially be required to be completed **PRIOR to 8:00 a.m. at Patee Market Health Center.**
- Snow and ice removal and ice control will initially be required to be completed **PRIOR to 8:00 a.m. at Animal Control & Rescue.**
- Snow and ice removal and ice control response is to be within two (2) hours of the request between the hours of **7:00 a.m. and 5:00 p.m., Monday through Friday** for the **Patee Market Health Center**, and between the hours of **6:00 a.m. and 6:00 p.m., Monday through Saturday** for **Animal Control & Rescue.**

V. MISCELLANEOUS

A. Exhibits Incorporated. All exhibits and attachments referenced herein shall be deemed incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date first above written.

CITY OF ST. JOSEPH, MISSOURI (“CITY”)

By: _____

Title: City Manager

Attest:

By: _____

Title: _____

(“CONTRACTOR”)

By: _____

Title: _____

Attest:

By: _____

Title: _____

Approved as to form:

Assistant City Attorney

**CITY OF ST. JOSEPH, MISSOURI
CONTRACTOR AGREEMENT
GENERAL CONDITIONS**

Independent Contractor. The Contractor shall be and operate as an independent Contractor in the performance of this Agreement. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement. If applicable, the provisions and requirements of section 290.250 R.S.Mo. shall apply and are incorporated herein. In the event of a conflict between laws, codes, and regulations of various governmental entities having jurisdiction over the Work, the Contractor shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Contractor in an effort to resolve any such conflict.

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Agreement shall not be assigned by the Contractor.

Indemnification. Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Agreement or out of services and operations negligently performed hereunder by the Contractor, or claims relating thereto, and including, but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this Agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the City the certificates of insurance for workers' compensation, general liability, and property damage including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on the attached Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City. Notwithstanding any other provision of this Agreement, no payment owed by the City to the Contractor, if any, shall become due until the Contractor submits to the City certificates stating that insurance coverage required by this Agreement is in force during completion of the services hereunder.

Nondisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Agreement shall be made except in writing executed by all parties prior to the change in the Work or terms being performed. The Contractor shall make any and all changes in the Work without

invalidating this Agreement when specifically ordered to do so in writing by the City. Contractor, prior to the commencement of such changed or revised Work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the reasonable value of such Work. **No change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Agreement at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Agreement an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Agreement, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Other Contractors. The City reserves the right to employ other contractors in connection with the Work.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the executed Contractor/Services Agreement or proposal of the Contractor, the requirements of the City's Request for Proposal and this executed Contractor/ Services Contract shall control and supersede unless a change thereto is specifically stated in this Agreement (including Exhibit A).

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all rights, title, and interests, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests, and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work

authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form as that attached hereto. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is lawfully present in the United States. The applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit, and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Contractor.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Other Special Provisions. The special provisions set forth on Exhibit A are incorporated herein by reference, and made a part hereof.

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

Comes now _____ as _____ first being duly sworn, on my oath,
(name) (office held)
affirm _____ (“Company”) is enrolled and will continue to participate in a federal work
(company name)
authorization program in respect to employees that will work in connection with the contracted
services related to _____ of the City of _____ and
any incidental items associated with this work for the duration of the contract, if awarded, in
accordance with Section 285.530.2, Revised Statutes of Missouri. I also affirm that the Company
does not and will not knowingly employ a person who is an unauthorized alien in connection with the
contracted services for the duration of the contract, if awarded. Attached to this affidavit is
documentation of the Company’s participation in a federal work authorization program.

**(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL
WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER’S LICENSE OR OTHER
PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009
RSMo.)**

*In Affirmation thereof, the facts stated above are true and correct (The undersigned understands
that false statements made in this filing are subject to the penalties provided under § 575.040 RSMo).*

Signature (person with authority)

Printed Name

Title

Date

State of Missouri)

) ss.

County of _____)

Subscribed and sworn to before me this _____ day of _____, 20__.

My commission expires:

Notary Public

EXHIBIT A

The Contractor shall perform the Work governed by the Agreement between the parties in accordance with the following terms:

A. Contractor shall be paid the following unit price for each time that a section listed below in Area A is fully cleared:

Patee Market Health Center:

1. Snow plowing:

\$ _____ (main drive only) or

\$ _____ (equal to or less than 6 inches) or

\$ _____ (over 6 inches)

2. Ice control for parking lots:

\$ _____

3. Ice control for sidewalks:

a. North area between building and parking lot:

\$ _____ per bag

(limit 2 bags unless pre-approved)

\$ _____ snow removal as needed

b. North of north parking lot area:

\$ _____ per bag

(limit 2 bags unless pre-approved)

\$ _____ snow removal as needed

c. South sidewalk and ramp:

\$ _____ per bag

(limit 2 bags unless pre-approved)

\$ _____ snow removal as needed

d. East side from Lafayette to Olive: \$ _____ per bag
(limit 2 bags unless pre-approved)

\$ _____ snow removal as needed

e. West side of building: \$ _____ per bag
(limit 2 bags unless pre-approved)

\$ _____ snow removal as needed

4. Hauling away of snow for one (1) dump truck load:

\$ _____ per load
(only with City staff pre-approval)

B. Contractor shall be paid the following unit price for each time that a section listed in Area B is fully cleared:

Animal Control & Rescue:

1. Snow plowing:

\$ _____ (main drive only) or

\$ _____ (equal to or less than 6 inches) or

\$ _____ (over 6 inches)

2. Ice control for parking lots: \$ _____

3. Driveway facing Lower Lake Road: \$ _____

4. Ice control for sidewalks:

a. East area between building and parking lot:

\$ _____ per bag (including ADA ramp)

(limit 1 bag unless pre-approved)

\$ _____ snow removal as needed

b. South side of building: \$ _____ per bag
(limit 1 bag unless pre-approved)

\$ _____ snow removal as needed

5. Hauling away of snow for one (1) dump truck load:
\$ _____ per load
(only with City staff pre-approval)

- C. Contractor shall maintain in full force and effect throughout the term of this Agreement general liability insurance covering bodily injury liability and property damage in the amount of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). Contractor shall maintain automobile insurance for all owned, hired or non-owned, but used for Services, vehicles for combined single limit bodily injury and property damage per accident in an amount not less than One Hundred Thousand Dollars (\$100,000.00). Contractor shall further provide the City with evidence of insurance coverage for Worker's Compensation in accordance with the requirements of Missouri statutes and regulations relating to Worker's Compensation insurance coverage, if applicable. The City shall be named as an additional insured on said insurance policies described herein. A certificate of such policy or policies of insurance shall be furnished to the City prior to the execution of this Agreement. The City shall receive at least ten (10) days' written notice prior to the cancellation of any insurance.
- D. Contractor shall furnish a bond or its equivalent to the City in such form and terms as may be provided by the City in the sum of One Thousand Dollars (\$1,000.00) to guarantee that the full and faithful performance of provisions contained in this Agreement.