



CITY OF GRANDVIEW

REQUEST FOR PROPOSAL

***Public Works Uniform Rental and
Cleaning Services***

October 18, 2023

RFP DOCUMENTS

CITY OF GRANDVIEW
Public Works Department
1200 Main Street
Grandview, MO 64030

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Public Works Uniform Rental and Cleaning Services
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REQUEST FOR PROPOSAL

The City Clerk, or designated representative, of the City of Grandview, Missouri, hereinafter called “City,” will receive sealed proposals for Uniform Rental and Cleaning Services until 2:00 P.M., on the Thursday, the 9th day of November, 2023, at the Municipal Services Building, 1200 Main Street, Grandview, Missouri 64030, at which time all proposals received will be publicly opened and read aloud. Proposals submitted after the proposal acceptance deadline will not be accepted. Any incomplete proposal will not be accepted. No faxed or emailed Proposals will be considered.

The City of Grandview, Department of Public Works is soliciting proposals for Uniform Rental and Cleaning Services based on the specifications provided herein. The City is looking for a cost-effective way to appropriately equip public works employees with high-quality uniforms when their job duties include daily exposure to natural elements, viscous substances and hazardous materials. It is also the intent of the City to select a single firm to provide all services as outlined in the Request for Proposal. The Contractor shall provide the City of Grandview with Uniform Rental Services to include delivery, laundry service, alterations, tailoring, embroidery, repairs and other services on an as needed, if needed basis with flexibility for participating Departments to select the style, accessories, and related service options that best meet their individual operational requirements. The City may also elect to directly purchase uniforms and apparel on an as needed basis from the Contractor’s catalog at a discounted rate, which will be provided by the Contractor. Proposals submitted are subject to all specifications, terms and conditions listed on this form and the attached documents.

Proposal Documents may be obtained after 8:00 A.M. on Wednesday, October 18, 2023, at no charge from the Department of Public Works at Grandview City Hall, 1200 Main Street, Grandview, Mo. 64030.

This advertisement is for qualified Firms. Firms must demonstrate that they have the resources and capability to provide the materials and services as described herein. The successful bidder may be required to provide references concerning its experience in providing services similar to those requested in this invitation for proposal.

The City of Grandview, Missouri reserves the right to accept or reject any or all proposals, and to re-advertise for proposals. The City reserves the right to waive any minor technicalities or irregularities of proposals received. The City shall determine what constitutes a technicality or irregularity.



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INSTRUCTIONS

Submittal of a proposal

1. Proposals may be submitted by a paper copy of the proposal documents being hand delivered to the City Clerk, or designated representative, of the City of Grandview at 1200 Main St Grandview, Mo prior to the proposal acceptance deadline. Proposals received after the acceptance deadline or by methods other than stated above will be considered non-responsive and returned unopened to the bidder.

2. Each proposal shall be submitted enclosed in a sealed envelope, addressed to the City Clerk, City Hall, 1200 Main Street, Grandview, Missouri 64030. The sealed envelope must be identified on the outside with the words, "PROPOSAL FOR PUBLIC WORKS UNIFORM RENTAL AND CLEANING SERVICES", followed by the words "GRANDVIEW, MISSOURI", and shall identify the bidder. Proposals shall be delivered to the City Clerk on or before the time and date specified in the Request for Proposals, at which time they will be publicly opened and read aloud.

3. Each bidder submitting a paper proposal shall sign the proposal documents, giving his usual signature and giving his full business address. Proposals by partnerships shall be signed with the partnership name followed by the signature of one of the members of the partnership or by an authorized representative and designation of the person signing. Proposals by corporations shall be signed with the name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. Proposals by corporations shall include the corporate seal. If the corporation is not required by the laws of the state in which it is incorporated to have a seal, the bidder shall indicate such in the space provided for the seal. The names of all persons signing shall also be typed or printed below the signature. A proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other designation, without disclosing his principal, may be held to the proposal of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the officer signing in behalf of a corporation shall be furnished.

4. Each proposal submitted on paper shall be legibly written or printed in ink, on the proposal form provided in this bound copy of proposed Proposal Documents. No alterations in proposals, or in the printed forms thereof, by erasures, interpolations, or otherwise will be acceptable. A bidder may alter or correct a unit price, lump sum proposal or extension entered on the paper proposal form by crossing out the figure with ink and entering a new unit price, lump sum proposal or extension above or below in ink, with the bidder's initials. The City may require the bidder to identify any alteration so initialed.

5. Each bidder shall carefully examine the Specifications, and other Proposal Documents, shall visit the project site(s) and fully inform itself of all conditions affecting the work or the cost thereof, and shall be presumed to have done so and his proposal shall be based upon his own conclusions from such examination. Each bidder shall inform himself concerning all Federal, State and local laws, ordinances or regulations which may in any manner affect his proposed operations of construction, or those engaged or employed on the work or the material or equipment. Should bidder find discrepancies in, or omissions from, Specification or other Proposal Documents, he should at once notify the Director of Public Works to obtain clarification or interpretation prior to submitting any proposal. Any interpretation of the proposed Proposal Documents will be made only by addendum duly issued by the Director of Public Works, or designated representative. The City will not be responsible for any other explanations or interpretations of the proposed Contract Documents.



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6. No bidder may submit more than one proposal. If more than one proposal is received from an individual, firm or corporation under the same or different name, or from different firms or corporations having common ownership, control, or “Principals” both proposals will be disqualified and rejected.

7. The Contract Agreement is included in the proposal documents is a sample copy and is included solely to provide potential bidders with information concerning the additional document required should the bidder be awarded the contract for this project. This document is not to be completed or executed as part of the proposal.

Addendums

8. Any interpretation, correction, or supplemental information of the proposed Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person obtaining a set of such documents from the source named in the advertisement of proposals. If submitting a paper proposal, the bidder must acknowledge all addendums within paragraph 8 of the portion of the proposal documents entitled Proposal. When so stated on the addendum, any and all addenda to the proposal Documents on which a proposal is based, shall be properly signed by the bidder, and accompany the proposal documents when submitted.

Compliance with Laws, Ordinances, and Rules and Regulations

9. Attention of bidders is particularly called to the requirement of Section 285.530 RSMo. Each bidder shall submit with its proposal a WORKER ELIGIBILITY VERIFICATION AFFIDAVIT and the cover page and signature page of the Memorandum of Understanding documentation with the Department of Homeland Security confirming participation in E-Verify for the bidder and for any known subcontractors. It is the bidder’s responsibility to insure that any potential subcontractors used in the preparation of its proposal shall meet the requirements of Section 285.530 RSMo. and are able to submit the affidavit and documentation if chosen by the bidder as a subcontractor.

10. Attention of bidders is particularly called to the Missouri Human Rights Act and its requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. The Contractor and all subcontractors will be required to comply with required State labor regulations including Equal Employment Opportunity, Non-Segregated Facilities, Prevailing Wage Rates, and Affirmative Action requirements.

11. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Withdraw of Proposals

12. A bidder may withdraw his proposal at any time prior to the date and time set for proposal opening. A request to withdraw a paper proposal by the bidder must be in writing and received by the City Clerk prior to proposal opening.

13. Any proposal not withdrawn prior to the date and time set for the opening shall not be permitted to be withdrawn for a period of forty-five (45) days after the date and time set for the opening.

Post Proposal Opening

14. Prior to the award of proposal, the City may request the bidder to furnish a statement of whether he is now or ever has been engaged in any work similar to that covered by the Specifications herein, the year in which such work was performed and the manner of its execution, and giving such other information as will tend to show the bidder's ability to prosecute the required work. The statement shall also include a financial statement showing funds



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available for the immediate execution of the work as well as a statement of equipment which he proposes to use and which is immediately available for execution of the work.

15. The City reserves the right to accept the proposal which, in its judgment, is the lowest and best proposal; to reject any or all proposals; and to waive irregularities or informalities in any proposal submitted. Proposals received after the specified time of closing will be returned unopened.

16. Point of Contact

All inquiries regarding this RFP must be made, in writing, to Benjamin Brichacek, Street Maintenance Supervisor, at bbrichacek@grandview.org. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

17. The city prefers a simplified discount pricing structure. All rates and fees must be listed. Describe how and when the fees apply. The city will not be responsible for paying any fees not specifically listed. The fees and charges presented shall remain firm for the original term of agreement with the following exceptions that shall be adjusted to reflect:

- Additional discounts available for increased volume

Provide fee schedule for services related and unrelated to this RFP. Describe the basis on which the fees are calculated. Details of any alternate method of compensation your firm would consider.

- Replacement cost (damaged) fees
- Prep charges/ embroidery fees
- Restocking fees
- Up Charge fees for sizes 2X and above (shirts and 44 and above (pants)
- Unreturned inventory
- Service charges per locations

Identify and list all special services and identify charges pertaining to such service.

- Uniform Insurance



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SCHEDULE

Request For Proposals Available:	October 18	2023
Q&A Process Begins:	October 18	2023
Q&A Process Ends (12:00 PM):	October 27	2023
Response to Questions:	November 1	2023
Proposal Submittal Due (2:00 PM):	November 9	2023
Selection Process and Notification to Awarded Vendor:	November 15	2023
Board of Alderman Award	November 28	2023

Proposal Evaluation Process

All proposals will be screened by the Public Works Director and his/her representatives and will follow the adopted City policy regarding formal bidding procedures. The lowest responsible and responsive bidder will be determined and recommended to the Board of Aldermen.

The City's process is as follows:

1. City staff shall review all proposals for accuracy and completeness.
2. Once proposals are reviewed, City staff will select the lowest responsible and responsive bidder based on the criteria found in the adopted purchasing policy

In determining the lowest responsible and responsive bidder, the City will consider the following:

- A. Conformity to the specifications contained in the invitation to bid.
- B. The ability, capacity, and skill of the bidder to perform the contract or provide the services required.
- C. Whether the bidder can perform the contract to provide the services promptly or within required time periods without delay or interference.
- D. The quality of performance of previous contracts or services.
- E. The previous and existing compliance by the bidder with laws and ordinances of the City and the state.
- F. The financial resources and the ability of the bidder to perform the contract or provide the service.
- G. The quality, availability, and adaptability of the supplies or services.
- H. Life cycle costs.



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Contract Terms and Conditions

The City reserves the right to accept or waive changes/modifications it feels would be in the best interest of the City.

The City reserves the right to cancel service for any employee or division during the course of the contract and City will no longer be charged for those items upon notice of cancellation to the Vendor and return of said items.

The submittal of a proposal will constitute a representation by the bidder that the bidder has complied with every requirement of this proposal and that the documents are sufficient in scope and detail to indicate and convey understanding of all terms, conditions and specifications for performance of this contract. The bidder shall be required to submit a sample uniform consisting of all parts listed at the time of proposal submittal.

T-shirts and Pants are to be supplied to new employees only as ordered by the City. These garments must be similar in style to those currently in use by City employees. The vendor is to provide size changes at no additional charge to the City.

Female employees will be provided the opportunity to select uniforms, which offer the best fit, whether it is men's, or women's uniforms, altered as required. The vendor is required to provide female-size and cut/fit apparel at no additional cost above the standard unit price. The vendor is to make every effort to see that female employees receive their uniform pieces without additional processing time.

No additional cost is to be charged for oversized garments. The vendor is to make every effort to see that oversize employees receive their uniform pieces without additional processing time.

The City will pay Vendor only for items that each employee selects from the uniform list, i.e. if employee does not select to receive Uniform Pants, City will not be charged for this item. If employee selects to receive only one uniform item, City will be charged for only one item.

If an employee elects to no longer select an item from the uniform list during the course of the contract, and the employee returns all items to the vendor, then City will no longer be charged for the item(s).

Uniforms, when initially issued, must be new and unused. No faded, worn or "off color" garments will be accepted. In order to maintain a professional appearance, the City will not accept clothing with mends and patching larger than dime size. The repair or mending of a garment shall not detract from the garment's appearance. Two (2) or less apparent mending sites are acceptable; if there are more in a garment, that item needs to be replaced. The City reserves the right to approve or request new garment depending on the appearance and the employee's function.

Vendors may be requested to provide samples. The City reserves the right to request samples of the uniform pieces to be supplied at no cost to the City, prior to awarding the Contract. The City will retain the samples provided by the awarded Service Provider in order to create an express warranty that the whole of the good provided shall conform to the sample submitted; samples provided by non-awarded vendors shall be returned to them after contract has been signed.

The vendor will measure all current and subsequent employees for proper garment fit. Employees may select uniform shirt sleeve length at the time of initial order only. All alterations, mending and size exchanges on all uniforms shall be provided by the Vendor at no additional cost to the City. The vendor is to attach emblems to shirts



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as directed by the Public Works representative. The City will provide the artwork for the logo. The vendor will not charge a fee to attach the logos to garments, or to remove them should the garment no longer be required or needed.

At the conclusion of this contract, any Uniforms not returned to Vendor by City will have the cost depreciated and prorated by the total number of years of the contract term. The City will only be responsible for this depreciated cost. Vendor shall include a percentage of annual depreciation for uniforms here: _____%

Delivery of new uniforms and pick-up of worn uniforms will be once a week at the designated location. The City requires that the Service Provider designate one (1) day for pick-up and delivery per week. Delivery is to occur on that pre-determined day during business hours, at a time to be negotiated between Service Provider and the City representative for that division. For those weeks in which the pickup/delivery day is on an official City holiday, arrangements are to be made for deliveries to occur the day before the holiday, or on a preapproved date. All garments shall be delivered on hangers. The Vendor shall provide each employee an accounting of uniforms turned in for service and returned from service each week. Failure to meet delivery requirements may result in termination of this contract.

A system shall be implemented for an employee to notify vendor of necessary repairs, size changes, etc. Repairs must be made promptly at no additional cost to the City. Garments are to be returned to employee at the designated location. Notification of repairs should be included with invoice. Replacements will be provided only upon City request. All soiled and clean uniforms will be picked up and returned to the assigned designated area for the Public Works department at 7000 E 139th Street. All newly ordered and replacement garments must be delivered within two weeks of the date ordered. Any delays exceeding that timeframe must be reported promptly to the City representative.

Weekly cleaning charges will be assessed based on actual number of garments cleaned. Invoices shall designate separate uniform rental charge and cleaning charges by location for each employee for each week.

*The City reserves the right to increase or decrease the number of employees receiving uniform service as needs and funding may require.

- The City reserves the right to change the location receiving delivery and pick-up as required.
- Proposals shall include all costs for delivery and service of the contract. No add on charges will be allowed by the vendor if not specifically included in the proposal.

The successful bidder(s) will be required to provide rental uniforms and cleaning services.

The vendor is to have in place a system of garment identification (for example, bar coding) in order to provide tracking of the uniform pieces for individual employees throughout their system. A complete inventory of all uniforms must be done annually. This information shall be forwarded to the City representative.

Utilization Reports (preferably on-line) shall be included at no additional cost. These reports are to include access to the following but are not limited to:

1. Activity by Employee
3. Cost by Employee
4. Cost by City Department/Division
6. Mending stats
7. Replacement stats



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The contract term shall be for a period of one (1) year, as stated on the Notice of Contract Award. The City of Grandview shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods.

Contractor must provide name, phone number and e-mail address of a designated customer representative who can be contacted in the event of problems or concerns, order placement for new employee, necessary decreases or increases, etc.

The City representative will be the Director of Public Works or his authorized representative. Both City and contractor representatives will promptly investigate respond and solve any problems or discrepancies that may arise.

An accounting of uniforms must be provided semi-annually by the Contractor to the City representative(s) for verification that all accounts are correct.

INVOICING

Invoices for uniforms will be issued for each delivery/pick-up location.

Mail invoices to: City of Grandview, City Hall, 1200 Main Street, Grandview, MO 64030, Attention: Public Works.

Rental, Lease, and Purchase/Replacement Costs provided on the enclosed Pricing Schedule will cover all sizes, special tailoring, labor, transportation and any associated cost that is required to provide the services identified in this RFP. No Fuel Surcharges will be accepted. Any Environmental Charges, Makeup Charges, or Wastewater Charges must be clearly stated on the submitted Pricing Schedule. The City of Gastonia will not be liable for any charge not provided in the Pricing Schedule.

Should there be a change in ownership or management, the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provision and pricing. This contract is non-transferable by either party.

The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (RSMo. 144.030 to 144.525) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.



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DETAILED SPECIFICATIONS

Scope of Services:

The City of Grandview requests proposals for supplying, cleaning, and maintaining high-quality uniforms in various sizes for the Public Works Department.

Vendor shall provide City employees with eleven (11) sets of new and unused uniforms. Each employee shall be authorized five (5) uniform changes a week, with one spare on hand. Clothing, when first issued, whether at start of contract or to new employees, shall be of quality and processing must be comparable to generally accepted standard of the industry. Uniforms are to be delivered on a weekly basis to the designated site on the designated day of the week. Each vendor shall submit a policy for upgrade of uniforms due to excessive wear, soiled or torn clothing, and poor fitting. The vendor shall also submit number of days to supply initial clothing and start of service after contract award, as well as time needed to supply new employees' uniforms during contract period. The numbers of the employees represent the number of current employees which may increase or decrease throughout the years of the contract. Qualities are not guaranteed.

The Vendor shall:

- Supply uniforms for approximately Ten (10) public works employees.
- Manage the initial measurement/fitting of staff through on-site needs analysis.
- Pick up and professionally launder and furnish uniforms weekly.
- Inspect garments for rips, flaws, missing buttons, etc. and automatically repair or replace damaged items.
- Offer name tags and other embellishments if needed.
- Furnish complete inventory control process and include full program management.

General Requirements:

Streets and Sewers

Item A-1. - Long Sleeved Class 3 Hi-Vis Shirt (OR EQUIVALENT) - Yellow-with one pocket on left chest with Patched City logo above pockets

Item A-2. - Short Sleeved Class 3 Hi-Vis Shirt (OR EQUIVALENT) - Yellow-with one pocket on left chest with Patched City logo above pockets

Item D. - Carpenter Style Cargo Pants-Men's and Women's Pants: Color: Black

Mechanics

Item B-1. - Crew Neck T-Shirt- Cotton Dark Blue-long sleeve -w/Patch City logo with pockets-Resistant to moisture, stains, wrinkles, and fading

Item B-2. - Crew Neck T-Shirt- Cotton Dark Blue-short sleeve -w/Patch City logo with pockets- Resistant to moisture, stains, wrinkles, and fading

Item C. - Carpenter Style Jeans-Men's and Women's Pants: Color: Black



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Emblems

Regular uniforms shall have one (1) patched emblem on each shirt. The emblem shall be the City logo, which will be provided to the successful vendor, and shall be placed over the left shirt pocket.

Quantities are anticipated to be as follows: For each employee: (11) Pants, (11) Shirts, (5) long-sleeve, (6) short sleeve. At the discretion of the department, overall and coveralls will be offered as an option. Weekly pickup and delivery of uniforms to the Public Works designated rental location is required.

The Seller shall provide uniforms, meeting these detailed specifications, for all employees in the City of Grandview's rental program. It shall be the responsibility of the Seller to provide any sizes and colors that the manufacturer considers to be non-standard.

The Seller shall also include 1) change out cost for size replacement in the event an employee may have size changes either larger or smaller and 2) replacement cost of each garment if lost or damaged due to negligence of the employee.

Seller will be required to provide new, unused uniforms for the initial agreement and like new uniforms for new employees. Seller will make all necessary replacements of unsuitable uniforms (defective, improper size, poor quality, fading or upon 12 months use) on request at no additional cost to the City. Delivery of uniforms should be within two (2) weeks of notification for new employees (based on the site's designated delivery day). Measurement will take place on the normal delivery day following notification.

Seller will provide cost to launder City provided garment (pants and shirts) and automatically include service price with the rental rates. Uniforms will be laundered and maintained in a professional manner by the bidder. Weekly cleaning charges will be assessed based on actual number of garments cleaned.

The Seller will come to the delivery site to fit all employees for sizes. Uniforms will be checked in and out at each delivery site. Upon pick-up and/or delivery, the Seller will provide the location with an itemized list of the inventory being picked up and/or delivered.

The City shall have the right to impose liquidated damages of one week's uniform cost per employee for every week that initial delivery is delayed beyond the time specified in these conditions. Liquidated damages of one week's uniform cost per employee shall also be assessed if repairs or sizing problems are not corrected within two pickup periods.

Seller will provide garments delivered on hangers at the designated site for clean uniform storage. Seller will also provide locker(s) or a bulk collector on site for dirty uniforms. Bulk collector will be covered and locked to reduce vandalism and/or theft. Bulk collector shall be sized appropriately and will minimize or contain odor. There will be one designated site. The City reserves the right to change the site location receiving delivery and pick-up as required.

The Seller shall be responsible for the performance and actions of its employees at all times while working under this agreement. If performance becomes unsatisfactory to the City's representatives, the Seller will be directed to correct the unsatisfactory performance or replace the representative. Failure to comply may result in the cancellation of the agreement in whole and may affect any future proposal awards.



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2023 CITY OF GRANDVIEW, MO
REQUEST FOR PROPOSAL - PUBLIC WORKS UNIFORMS

The undersigned agrees to provide pants, long and short sleeved shirts, uniform rental and cleaning services for the City of Grandview in strict and entire conformance with the Specifications, Instructions to bidders, and Proposal attached hereto and made a part hereof.

Item	Description	Specifications	Pieces Per Person	Field Employee Quantity	Weekly QTY	Unit Price	Cost Per Week
A-1	HI VI ANCI Class 3-long sleeve (OR EQUIVALENT)	Yellow Pocket-left only Patched City Logo (above left Pocket) Sizes S -XXL	<u>5</u>	<u>8</u>	40		
A-2	HI VI ANCI Class 3-short sleeve (OR EQUIVALENT)	Yellow Pocket-left only Patched City Logo (above left Pocket) Sizes S -XXL	<u>6</u>	<u>8</u>	48		
B-1	Crew Neck Cotton T-shirt- Long sleeve	Dark Blue Pocket-left only Patched City Logo (above left Pocket) Sizes S -XXL Moisture, stain, wrinkle & fade Resistant Tech	5	2	10		
B-2	Crew Neck Cotton T-shirt- Short sleeve	Dark Blue Pocket-left only Patched City Logo (above left Pocket) Sizes S -XXL Moisture, stain, wrinkle & fade Resistant Tech	6	2	12		
C	Carpenter Style Jeans	Men's and Women's Color: Black Various sizes	11	2	22		
D	Carpenter Style Cargo Pants	Men's and Women's Color: Black Various sizes	11	8	88		
What is the change out cost for size replacement in the event an employee may have size changes either larger or smaller?				Response:			
What is the replacement cost of each garment if lost or damaged due to negligence of the employee?				Response:			

City will only consider quotations provided on this proposal sheet.



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DELIVERY: The successful bidder shall, within (45) forty-five days after the date of the award of bid, deliver or have delivered to the Public Works Dept at 7000 E. 139th Street; Grandview, MO 64030 the complete order listed on the purchase order in the sizes specified.

PROPOSALS FOR THE ABOVE ITEMS MUST BE SUBMITTED NO LATER THAN 2:00 PM, THURSDAY, NOVEMBER 9, 2023. PROPOSALS MUST INCLUDE ALL COST INCLUDING SHIPPING. PROPOSALS MAY BE MAILED TO CITY OF GRANDVIEW, CITY CLERK, 1200 MAIN STREET, GRANDVIEW, MO 64030.

All prospective bidders are required to submit unit prices and their extensions on all items included in the Proposal. In the event of an omitted extension or mistake in the extension total, the designated unit price amount shall govern to determine the corrected extension amount.

The contract agreement between the City of Grandview and the Vendor shall include the Purchase Order which embodies the requirements contained herein, the Invitation for Bid, and any addenda thereto and, the bid proposal, as accepted, submitted in response to the Request for Proposal. 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 Contractor's Proposal and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Vendor's proposal. In all other matters not affected by the written clarification, if any, the Request for proposal shall govern. The Vendor is cautioned that the proposal shall be subject to acceptance without further clarification.

The Undersigned bidder understands that the above quantities of supplies are approximate only and are intended principally to serve as a guide in evaluating the proposals.

The Undersigned agrees, upon written notice of the acceptance of this proposal within forty five days after opening the proposals, that they will execute the contract in accordance with the proposals as accepted.

You must be able to deliver the Goods and/or Services as specified in your Proposal. Failure to do so may result in City terminating your agreement or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

The Undersigned hereby declares that the only parties interested in this Proposal are named herein, that the Proposal is made without collusion with any other person, firm or corporation, that no member of the City Board of Aldermen, officer or agent of the City of Grandview, Missouri, is directly or indirectly financially interested in this proposal.

Addendum Numbers _____ were received and considered in the preparation of this Proposal.

The undersigned states that this Proposal is made in the character or capacity checked in the box, that he is the agent of, and is duly authorized to sign for:

(Legal Name of Firm)

(Fictitious Name of Firm, if applicable)



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That the Proposal is signed with the full understanding of the plans, provisions, specifications, and the foregoing terms of the Proposal.

Dated this _____ Day of _____, 2023.

Business Address _____

Phone No. () _____

Fax No. () _____

Email Address _____

Tax I.D. No. _____

SIGNATURE OF BIDDER:

By: signature _____, print or type name below signature line

Title or Capacity: _____ (SEAL)



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SAMPLE CONTRACT AGREEMENT

CONTRACT AGREEMENT

This agreement, made and entered into this _____ day of _____, 20__, by and between the City of Grandview, Missouri, hereinafter referred to as the "City", and _____ hereinafter referred to as the "Contractor" for the following work, hereinafter referred to as the "Project": _____

WITNESSETH:

ARTICLE 1.

It is hereby mutually agreed that for and in consideration of the payment _____, as provided for herein to the Contractor by the City, that said Contractor shall furnish all bonds, insurance, compliance submittals, services, supervision, labor, equipment, and material and shall perform all work necessary to complete the Project in a good and substantial manner, ready for use, and in strict accordance with this Contract, a copy of which is filed pursuant to law in the Office of the City Clerk, Grandview, Missouri.

ARTICLE 2.

This Contract shall expire on _____ unless earlier terminated by either party or renewed by the City in its sole discretion pursuant to the terms of this Contract. This Contract may be renewed beyond its original term for up to ____ additional one-year renewal periods by the City delivering written notice to the Contractor of its intent to renew at least thirty (30) days prior to the expiration of the original or renewal term. Contractor shall not increase any price which was in effect immediately prior to the expiration of the original term.

ARTICLE 3.

The Contractor agrees to perform all of the work described in the Contract Documents for the unit prices and lump sums as submitted in the Bid. All sums due the Contractor by reason of faithful performance of the work shall be paid to the Contractor by the City at stated intervals and in the amount certified by the City, in accordance with the provisions of this contract



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ARTICLE 4.

It is hereby further agreed that this Contract shall incorporate by reference, in their entirety, any Advertisement for Bids, Contractor's response, and any Bid Specifications submitted by the Contractor (the "Contract Documents"). This contract is limited to the items in this Contract Agreement and those included in the Contract Documents.

ARTICLE 5.

An approved change order is required for any and all work performed outside the original bid. The cost for any such additional work shall be outlined by the Contractor and agreed to by the City in the change order. Such amounts shall be paid in the same manner as the Contract Agreement payment.

ARTICLE 6 .

The Contractor acknowledges and agrees that it is an independent Contractor with full control over the methods and means of the performance of the services called for by this contract.

ARTICLE 7.

It is agreed that Contractor shall comply with all applicable Federal, State and Local regulations and laws, including the Worker Eligibility Requirements of RSMo 285.530. The Contractor will provide 1) a sworn affidavit from each subcontractor that the subcontractor participates in E-Verify or other federal work authorization program as defined in RSMo Sec. 282.525(6) with respect to employees that will be working in connection with the contracted services and that the subcontractor will not knowingly employ any person who is an unauthorized alien in connection with the contracted services, and 2) documentation from each subcontractor to establish that the subcontractor participates in E-Verify or other federal work authorization program as defined in RSMo Sec. 282.525(6). Failure to comply with the requirements of this Article shall be grounds for cancellation of this Agreement.

ARTICLE 8.

It is hereby further agreed that the Contractor will secure and maintain, at a minimum, as the following levels of insurance: worker's compensation insurance in the amount of \$500,000.00 per person/accident; bodily injury insurance in the amount of \$1,000,000.00 per person/occurrence; personal injury insurance in the amount of \$2,000,000.00 per person/occurrence; property damage insurance in the amount of \$1,000,000.00 per occurrence/aggregate; and automobile liability insurance in the amount of \$1,000,00.00 per bodily injury and \$50,000.00 per occurrence.

ARTICLE 9.



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The Contractor agrees to indemnify and to hold the City harmless from any and all claims, demands, settlements, expense (including the City’s reasonable attorney’s fees) for personal injury, bodily injury or property damage in any way arising out of the Contractor’s performance of this contract.

ARTICLE 10.

It is hereby further agreed that the City reserves the right to terminate this contract for any reason upon at least fifteen days written notice to the Contractor, and that the City may terminate this contract without prejudice to any other remedy it may have, for the Contractor's breach hereof upon at least seven days written notice.

ARTICLE 11.

It is hereby agreed that this Contract Agreement shall be governed by the laws of the State of Missouri. Venue for jurisdiction of any suit or cause of action arising under or in connection with the agreement shall lie in the 16th Judicial Circuit of Jackson County, Missouri.

IN WITNESS WHEREOF, the parties have executed this Contract at Grandview, Missouri, on the _____ day _____, 20_____

CONTRACTOR

CITY OF GRANDVIEW, MISSOURI

By_____

By_____

(Office or Position of Signer)

(Office or Position of Signer)