

**SCENIC REGIONAL LIBRARY DISTRICT**

**INVITATION FOR BID: SIDEWALK REPLACEMENT**

**DATE ISSUED: January 22, 2025**

Scenic Regional Library District is accepting bids (“Bid” or “Bids”) pursuant to this Invitation for Bid from qualified businesses for the Service of providing Sidewalk Replacement at the following locations: New Haven & Warrenton Branches.

Please visit each Library District Location to take measurements and examine field conditions. Bidders are responsible for examination of all drawings, specifications, schedules and instructions for the Project. Addresses and operating hours of the various branches may be found on the Library’s website at: <https://scenicregional.org/about-us/locations-and-hours/> .

Documents will be available on the Library District website at <https://scenicregional.org/about-us/bids-rfps/> after 12:00 PM on the 23<sup>rd</sup> of January 2025. All Bids are due no later than 2:00 P.M. C.T., on February 11, 2025.

Please deliver the completed Bid in accordance with this Invitation for Bid to the Library District Administration Office at 251 Union Plaza Dr., Union Missouri, 63084, Attention: Mr. Steve Campbell. Bidders may bid on individual Locations or all locations for the Project.

To protect the integrity of the Bid selection process, any questions concerning this Invitation for Bid, the Bid process or Bid specifications shall be e-mailed only to [swcampbell@scenicregional.org](mailto:swcampbell@scenicregional.org) in accordance with this Invitation for Bid. **Requests made over the phone will not be answered.**

It is anticipated that the Bids will be considered by the Library District’s Board at their regular February meeting after deliberation by the Library Staff and recommendation to the Director.

The Library District reserves the right to reject any and all Bids and to waive formalities in the best interest of the Library District.

## GENERAL REQUIREMENTS

The Project is subject to all applicable laws of the State of Missouri governing the Library District including but not limited to the following:

- Missouri law prohibits all employers from employing aliens unlawfully present in the United States to perform work within the State of Missouri, including the Project and bidders must comply with the provisions relating thereto in Section 285.530 RSMo, as amended.
- Every transient employer must comply with Sections 285.230 through 285.234 RSMo, as amended, when applicable.
- Pursuant to Sections 34.070 and 34.073, the Library District prefers to purchase those materials, products and supplies which are produced, manufactured, compounded, made or grown, within the State of Missouri when they are found in marketable quantities and are a quality suited to the purpose intended, and can be secured without additional cost over out-of-state products. Quality and fitness of articles will be considered in making purchases or letting contracts. Similarly, in letting contracts for the performance of any job or services, the Library District prefers Missouri firms, corporations or individuals, or firms, corporations or individuals which maintain Missouri offices, when the quality of performance promised is equal and the price quoted is the same or less.

Applicable insurance coverage must be provided by the successful bidder before any work can be started on the Project.

The Library District will make every effort to target and utilize Minority/Women Business Enterprises (MBE/WBE) by using the Missouri Minority/Women Business Enterprise Program Directory as a source of identification of potential bidders. The Library District Policy provides that MBE/WBEs must be certified by the Office of Equal Opportunity (OEO), State of Missouri, and that such entities will be provided an equitable and fair opportunity to submit bids and proposals.

These general requirements, this Invitation to Bid, the Bid and the specifications, drawings, schedules and instructions of the Project shall be incorporated in the contract and/or purchase order signed by the parties should the bidder be awarded a contract under this Invitation for Bid.

## **SCOPE OF WORK**

The following Scope of Work provides an overview of the terms and conditions being sought by the Library District for the Project:

1. Demolition and removal of sections of walks, railings, and fencing as indicated in drawings.
2. Removal and resetting bike racks, fences, railings, signs, and shade structures.
3. Cutting and patching of pavement.
4. Coordinate all scheduling with Library Director.
5. The successful bidder shall be responsible for not unnecessarily disrupting library staff and patrons. All work shall be coordinated with the Library directory prior to the start of work.
6. Any subcontracting must be clearly noted in the response to the IFB. All insurance and certifications required of the bidder are also required of any subcontractor.
7. The Project is Tax Exempt.
8. Project (all branches) must be completed by June 30th, 2025.
9. For reference, a sample contract is included as Exhibit A. This is the form the successful bidder will be asked to execute.

**End of Scope of Work**

## **BID REQUIREMENTS**

1. The Bid must arrive no later than 2:00 P.M. C.T. on February 11, 2025. No Bid will be accepted after this time and any Bid arriving after this time will be returned unopened.
2. The Bid shall be addressed as follows and delivered to the following address:

Steve Campbell, Director  
Scenic Regional Library  
1251 Union Plaza Drive  
Union, Missouri 63084

3. The Bid shall bear the following legend:

Bid for  
Sidewalk Replacement

4. Bids must be on eight-and-one-half inch (8-1/2") by eleven inch (11") white paper printed on one side. The Bid must clearly and easily identify the individual or firm and contain the name, address, and a telephone number of its principal spokesperson, which may be released by the Library District as public information as required by applicable law and/or Library District policy.
5. Each bidder shall submit a complete and bound copy of the Bid and one unbound original, with original signatures, and one "public" copy of the Bid in which the individual or firm should redact any information which it deems confidential or proprietary.
6. Any bidder desiring an explanation or interpretation of this Invitation for Bid must request it in writing no later than 3:00 P.M. C.T. on February 4, 2025, and such request shall be emailed only to [swcampbell@scenicregional.org](mailto:swcampbell@scenicregional.org). Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a bidder concerning a solicitation will be furnished promptly to all other bidders as an amendment of this Invitation for Bid, if that information is necessary in submitting Bids or if the lack of it would be prejudicial to any other prospective bidders.
7. If this Invitation for Bid is amended, then all terms and conditions, which are not modified, remain unchanged. Bidders shall acknowledge receipt of any amendments to this Invitation for Bid by: (i) signing and returning the amendment; and (ii) identifying the amendment number and date in the Cover Letter. The Library District must receive the acknowledgement by the time specified for receipt of the Bid.

8. If this Invitation for Bid is amended, the Amendment will be posted on the Library's website at <https://scenicregional.org/about-us/bids-rfps/>. Be sure to check for Amendments prior to submitting a bid.
9. No Bid shall be withdrawn for a period of 90 days subsequent to the opening of the Bid without prior written consent of the Library District.
10. The **COVER LETTER** must indicate that the signer is authorized to bind the bidder contractually and must identify the title or position of the signer. The COVER LETTER shall also contain the following:
  - (i) The name of the bidder, address, telephone number and email address;
  - (ii) A statement that (a) the bidder is willing and able to provide the goods and services required for a successful engagement; (b) the bidder has read and understands the Invitation for Bid; (c) the bidder has visited and examined each Library District Location; and (d) the Bid is made in accordance with the Invitation for Bid and is based upon the materials, products, systems and equipment required by the Invitation for Bid.
  - (iii) The name of the individual within the bidder, who will be the primary contact concerning this engagement;
  - (iv) Documentation and sworn affidavit with respect to employees working in connection with the Bid, affirming enrollment in a Federal Work Authorization Program.
11. **An unsigned submission shall be rejected.**
12. The Library District is not liable for any cost incurred by the bidder prior to issuance of a legally executed contract by the Library District and/or purchase order authorized by the Library District.

## SELECTION PROCEDURES

1. Bids shall be opened and Bid responses read at a public meeting at 2:15 P.M. on February 11, 2025 at the Library Administration offices in Union Missouri.

Bidders **are not** required to attend the opening.

2. Bids that fail to adhere to the requirements of this Invitation for Bid may result in the Bid being disqualified as non-responsive.
3. The Bid will be used to measure the lowest and best bid. In determining the best bid, among other factors, the Library District may consider all factors in this Invitation for Bid including, but not limited to, the location of the bidder, MBE/WBE participation/interest in the business, and prior performance.
4. Bids will be reviewed by District Administration Staff. The Staff will then make a recommendation to the Library Board who will make the final decision on the selection of the successful bidder.

## AWARD

1. The right is reserved by the Library Board to cancel this Bid or to reject any and all Bids and to waive formalities in the best interest of the Library District.
2. The Library Board reserves the right to split awards, make multiple awards and to reject any and all Bids.
3. Subject to the rights reserved by the Library District, an award will be made by the Library Board to the bidder determined to be the lowest and best bid.
4. All bidders will be notified of the Library District's selection as soon as possible.
5. The successful bidder will be issued a Notice of Award. Within five business days, the successful bidder shall provide the following minimum documentation:
  - (a) Proof of the appropriate insurance coverage:
    - (i) Worker's Compensation & Employers Liability—Statutory Amount (Mandatory);
    - (ii) Comprehensive Automobile Liability for vehicles used—\$1,000,000; and
    - (iii) Comprehensive General Liability—\$2,000,000;
  - (b) Federal Identification Number.
  - (c) Evidence that the bidder is authorized to do business in Missouri and at each Library District Location.

**BID FORM**

In response to the Invitation for Bids for Sidewalk Replacement for Scenic Regional Library and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner.

Company name and address

\_\_\_\_\_

\_\_\_\_\_

Representative \_\_\_\_\_

Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Bonds Included: \_\_\_\_\_

Sales Tax has been Excluded (circle):    Yes    No

Prevailing Wage is Included (Circle)    Yes    No

Addendums Received: \_\_\_\_\_

Commercial References including phone number

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**Pricing**

Branch Location	Cost by Location
New Haven	\$
Warrenton	\$
<b>Total Cost</b>	<b>\$</b>

**Acknowledgements**

Bidder understands that Owner reserves the right to reject any and all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be valid and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Within ten (10) working days after receipt of written notice of award of contract, Bidder will execute and deliver to the Library District the formal Library-Contractor Agreement included in the Bid Package.

\_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Company Name)

**End of Bid Form**



**Exhibit A**  
**(Sample Contract)**

**Sample Contract**

This SERVICES CONTRACT (“Contract”) is made and entered into as of the \_\_\_ day of \_\_\_, 2025 by and between the SCENIC REGIONAL LIBRARY DISTRICT (“Library District”) and COMPANY (“Contractor”).

**WITNESSETH:**

WHEREAS, the Library District issued a Invitation for Bid (IFB) for services at [number] locations of the Library District including the following: [listed Branch names] (each a “Library District Location” and collectively the “Library District Locations”) (“Project”), a copy of which is attached hereto as Exhibit A, and made a part hereof (“IFB”);

WHEREAS, specifications of the IFB cover a scope of work for all Library District branches described in the IFB (collectively the “Library District Locations”);

WHEREAS, the Board of Trustees of the Library District awarded the contract to Contractor pursuant to Contractor’s Proposal for Services, a copy of which is attached hereto as Exhibit B, and made a part hereof (“Proposal”); and

WHEREAS, the Library District and Contractor desire to enter into this Contract setting forth the terms by which Contractor will perform Project services described herein on behalf of the Library District at the Library District Locations, subject to the terms and conditions set forth in this Contract;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Scope of Work. Pursuant to this Contract, Contractor shall perform the scope of work (collectively the “Contractor Services”) described in the IFB and the Proposal. Contractor shall perform the Contractor Services and all duties incidental or necessary thereto diligently and completely, consistent with the professional skill and care ordinarily exercised by members of the profession practicing under the same or similar circumstances, and as expeditiously as is consistent with such professional skill and care. All Contractor Services shall be coordinated with the Library Director

2. Term. This Contract shall commence on [date] and terminate [date], unless sooner terminated as provided in this Contract.

3. Fiscal Funding. Notwithstanding any provision herein to the contrary, the term of this Contract is subject to and conditioned on, the appropriation, availability and budgeting of sufficient funds by Library District. For any fiscal year of Library District during the term hereof, in the event that sufficient funds are not available to Library District, are not able to be appropriated by Library District or cannot be budgeted by Library District for the services hereunder, Library District shall have the right to terminate this Contract upon thirty (30) days prior written notice to Contractor.

4. Payment. As consideration for the Contractor Services, the Library District shall pay Contractor fees at the rates set forth in Exhibit B, no later than thirty (30) days after receipt of Contractor's invoice.

5. Contractor Insurance. Copies of Contractor's certificates of insurance showing coverage during the term of this Contract as required in the IFB are attached on Exhibit C, and made a part hereof. The Library District shall be named as an additional insured on all of Contractor's insurance policies required herein, to the extent of Contractor's liability. By execution and performance of this Contract, the Library District does not intend to, nor shall it be deemed to have waived or relinquished any immunity or defense on behalf of the Library District, and the Library District's board members, officers, directors, servants, employees, agents, successors or assigns. All insurance policies of or on behalf of the Library District required in this Contract shall contain the following language: "This insurance policy does not apply to any claim or suit which is barred by the doctrines of sovereign immunity or official immunity but we will have the right and duty to defend any suit. No provision of this endorsement or of the policy, to which it is attached, shall constitute a waiver of our right, or the right of any of our employees in the course of their official duties, or the right of any insured, to assert a defense based on the doctrines of sovereign immunity or official immunity for any monetary amount whatsoever."

6. Independent Contractor. Contractor shall perform all Contractor Services as an independent contractor and not as an employee of the Library District. The Library District shall not assume any liability for the direct payment of any salary, wage, workers compensation, income tax withholding, or any other type of compensation to Contractor for the Contractor Services. Contractor shall obtain as necessary and pay for all permits, fees, licenses and taxes applicable to Contractor and the Contractor Services at the Library District Locations.

7. Compliance with Laws. In performing the Contractor Services, Contractor shall comply with all federal, state, county and local laws, ordinances, statutes, codes, rules, and regulations, zoning, building requirements and orders pertaining and applicable to the Library District Locations, Contractor and/or the Library District, all general requirements and other bidding requirements contained in the IFB, and all policies and procedures of the Library District applicable to Contractor and the Library District Locations.

8. Indemnity. Contractor shall and hereby does indemnify, defend and hold the Library District and the Library District's board members, officers, directors, servants, employees, agents, successors or assigns harmless from and against any and all

actions claims, demands, damages, losses, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) asserted against, imposed upon or incurred by the Library District to the extent caused by the negligence (active or passive) of Contractor in the performance of this Contract.

9. Breach and Termination. Contractor shall be in breach of this Contract at any time for failure to perform any of the terms, covenants, conditions or agreements of Contractor in this Contract for 10 days after written notice from the Library District and upon the occurrence of a breach by Contractor, the Library District may, at its option: (a) by written notice to Contractor, terminate this Contract; or (b) pursue any other right or remedy available at law or in equity. Notwithstanding any other provision of this Contract, the Library District may terminate this Contract for any reason by providing at least 30 days prior written notice to Contractor. Upon any termination hereunder Contractor shall be paid only those portions of the fees for Contractor Services which have been completed to the reasonable satisfaction of the Library District. Contractor may terminate this Contract for failure to receive timely payment if (1) Contractor has provided written notice to the Library District of such failure, and (2) the Library District has failed to pay Contractor within thirty (30) days of Contractor sending such written notice. Contractor may also terminate this Contract for any reason by providing at least 90 days prior written notice to the Library District.

10. No Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

11. Severability. If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event, it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby, and it is also the intention of the parties to this Contract that in lieu of each clause or provision of this Contract that is illegal, invalid or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable to the extent same can be accomplished without distorting the intent of the parties.

12. Entire Agreement. This Contract and the Exhibits contain the entire understanding between the parties with respect to the subject matter herein. This Contract shall not be amended, modified or supplemented without the written agreement of the parties.

13. Governing Law, Jurisdiction. This Contract shall be governed, construed and interpreted under Missouri law, and shall be deemed executed and performed in the County of Franklin, Missouri. Any legal action arising out of, or relating to this Contract shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction

located in the County of Franklin, Missouri, or federal court located in the City of St. Louis, Missouri.

14. Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

15. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered if by personal delivery, (b) on the next business day if sent by overnight delivery, or (c) two business days after sent by certified mail or registered mail, return receipt requested, postage prepaid, addressed as follows: (i) to the Scenic Regional Library, 251 Union Plaza Drive, Union, Missouri 63084, Attention Mr. Steve Campbell, Director; (ii) to Contractor, Attention \_\_\_; and (iii) or to such other address as shall be furnished in writing by either party to the other party.

16. No Joint Venture. With respect to the matters set forth in this Contract, the Library District and Contractor are not and shall not be deemed to be, for any purpose, partners or joint venturers with each other.

17. Counterparts. This Contract may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

18. Assignment. This Contract shall not be assigned or otherwise transferred without the prior written consent of the Library District, in its sole discretion and judgment.

[Signature Page to Follow]

**End of Exhibit A**

**Exhibit B – Drawings and Specifications**

**Exhibit C- Wage Law**

**End of Document**