

CITY OF SIKESTON  
INVITATION FOR BID  
**GENERAL REQUIREMENTS**

Date Issued: June 20, 2017  
Bid Number: 18-1

The City of Sikeston is soliciting bids for the replacement of two ballfield backstops for Field #4 and Field #7 located at the Recreation Complex. The sealed bids will be subject to the terms and conditions listed below and any special conditions set forth therein. The sealed bids will be received at the Office of the City Clerk, 105 E. Center Street, Sikeston, Missouri 63801, until **1:30 p.m. CDT Wednesday, July 12, 2017.** Bids should have the vendor's name and the bid number located on the outside of the envelope.

**GENERAL TERMS AND CONDITIONS FOR THE INVITATION FOR BID**

1. **Bidder must use the attached Bid Return Sheet for submission of bids.** Return Sheet must be signed and notarized. Retain One (1) copy of the bid form for your files. Bidder must use the attached specifications in preparing the bid. By signing, the bidder acknowledges his full knowledge of, and agreement with the general specifications, conditions and requirements of this request for proposal.
2. The following items must be returned and included with the sealed bid:
  - signed and notarized bid return sheet
  - signed and notarized Non-Kickback and Non-Collusion Affidavit

**Bids not containing both items listed above will be deemed unresponsive, will not be read, and will be returned to the bidder.**

3. Any act or acts of misrepresentation, collusion or offers of kickback by a vendor will be a basis for disqualification of any proposal submitted. In the event the City enters into an agreement or contract with a vendor who is found to have misrepresented material facts, participated in collusion or offerings of kickbacks, and such conduct is discovered after the execution of an agreement or contract, the City may cancel the agreement or contract without incurring liability, penalty or damages.
4. Any explanation desired by the bidder regarding the meaning or interpretation of the specifications listed in the Invitation for Bid must be submitted to Dustin Care, Parks and Recreation Director, 105 E. Center, Sikeston, Missouri 63801; (573) 475-3775. All inquiries, whether written or oral, shall be submitted within the time limitations specified in the request for proposal.
5. The City of Sikeston is exempt from all federal and state excise, sales and use taxes.

6. It is the responsibility of the bidder to deliver his bid on or before the date and time of the bid closing. Bidders must not count on a notary public being available at City Hall. All documents requiring notarization must be notarized by the bid deadline. Otherwise they are incomplete. Amendments to, or withdrawals of proposals received later than the time and date specified as the bid opening will not be operative. Bids received later than the deadline or incomplete bids will be rejected and returned unopened.
7. The City of Sikeston reserves the right to accept or reject any and all proposals, as deemed, in its sole discretion, to be in the best interest of the City. The City reserves the right to reject any proposal if the vendor is delinquent in the payment of any taxes, fees or licenses owed to the City. In the event a vendor is delinquent in any payment to the City, the City may offset the delinquent amount due against sums owed the vendor.
8. The City of Sikeston may make such investigation as deemed necessary to determine the ability of the vendor to discharge the agreement or contract. The vendor shall furnish the City with all such information and data as may be required for that purpose. The City reserves the right to reject any bid if the vendor fails to satisfactorily convince the City that he is properly qualified to carry out the obligations of the agreement or contract, and to satisfactorily complete the work called for herein.
9. When determining the successful vendor, the City reserves the right to apply up to a five percent (5%) local vendor preference for goods and services provided by vendors located within the City Limits of Sikeston.

Bidders are advised the City of Sikeston has a local vendor preference purchasing policy in the following bid amounts:

\$ 0.01 - \$ 10,000	5%
\$10,001 - \$100,000	2%
\$100,001+	1%

10. The City of Sikeston reserves the right, in its sole discretion, to accept the lowest and best bid.
11. The successful bidder shall post all **applicable** bonds and insurances as required by the City of Sikeston, a certificate of insurance showing proof of liability insurance, proof of workman's compensation insurance and shall secure the appropriate license.
12. The successful bidder shall provide all indemnification and hold harmless agreement to the City of Sikeston.
13. Place the following on the outside of your sealed bid: **Bid #18-1 and Company Name.**

14. E-Verify

Prior to contract award, successful bidder must enroll in the federal E-Verify Program for Employment Verification. This is an on-line program which can be accessed at: [e-verify.uscis.gov/enroll/](https://e-verify.uscis.gov/enroll/). The enclosed affidavit must be completed, signed, and notarized. In addition, successful bidders must provide the City of Sikeston a copy of the 2-page Memorandum of Understanding which includes an electronic signature page. These items are required for contract award, but do not have to be submitted with the sealed bid.

15. Prevailing Wages

The use of prevailing wages (State and/or Federal) is **required** for this project.

Should you have any questions regarding these terms or to arrange a site visit, please contact me at (573) 475-3775.

Sincerely,

Dustin Care  
Director of Parks and Recreation  
City of Sikeston

## SPECIFICATIONS

### Bid 18-1, Replacement of Field #4 and Field #7 Backstops

#### I. Insurance

The successful bidder shall furnish all Certificates of Insurance, with the City of Sikeston listed as an additional insured, to the City Clerk prior to the award of the construction contract. Liability coverage afforded under the policy will not be canceled unless at least 15 days prior written notice has been given to the City. The limits of coverage shall not be less than \$1,000,000 for bodily injury and/or property damage per occurrence, with \$1,000,000 aggregate. Successful bidder performing service/installation must also show proof of Workman's compensation insurance.

**Any contractor unable to provide certificates of insurance as specified above will not be awarded the contract for the work specified herein.**

#### II. Work required

The bidder will be required to replace two existing ballfield backstops in the City of Sikeston's Recreation Complex park as identified by the Director of Parks and Recreation.

- Field #4 backstop will have three sections 30 feet wide by 24 feet tall with a 6-foot overhang on the center section at a 45-degree angle.
- Field #7 backstop will have three sections 50 feet wide by 24 feet tall with a 6-foot overhang on the center section at a 45-degree angle. Bid will include removal of the existing backstops.

#### III. Backstop fabric will be 9-gauge chain link.

- a. Vertical support posts will be minimum 4-inch OD Schedule 40 galvanized pipe spaced every 10 feet.
- b. Lateral bracing of the backstops will be provided at the bottom, top, and every four feet in the middle of the sections with 1 5/8-inch OD Schedule 40 galvanized pipe.
- c. The center section overhang will consist of 2-inch OD Schedule 40 galvanized pipe at 45-degree angles with lateral support provided with 1 5/8-inch pipe OD Schedule 40 galvanized pipe.

#### IV. There will be no splices in the poles

#### V. Contractor is required to locate underground utility wiring before beginning construction

- a. Damages to utility wiring, due to not having services located, will be at the contractor's expense to repair.

#### VI. Vertical support posts will be buried a minimum of 4 feet in the ground in a minimum 18-inch diameter hole filled with concrete.

- VII. Standing water must be removed from holes before pouring concrete
- VIII. Poles must be centered with the holes
- IX. Poles must be aligned in a straight line
- X. Poles must be plumb, perpendicular to the ground
- XI. Concrete at the top of the holes must be flush with grade
- XII. Concrete must be ready mixed; no mixing concrete on job site
- XIII. All excess dirt from holes must be removed by contractor from the fields
- XIV. The Senior Building Official must be notified for an inspection before pouring any concrete
- XV. Any damages incurred to the playing field will be the contractor's responsibility to fix
- XVI. Work to be completed in 30 days from contracted start date.

**BID RETURN SHEET**

BID # 18-1

Bid Price for Field #4 30x30x30x24 backstop \$ \_\_\_\_\_

Bid Price for Field #7 50x50x50x24 backstop \$ \_\_\_\_\_

Total price for Base Bid \$ \_\_\_\_\_

Contractor's Estimated Start Date \_\_\_\_\_

Contractor's Estimated Completion Date \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Email: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Title: \_\_\_\_\_

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

Affix Corporate Seal (if applicable)

STATE OF \_\_\_\_\_ )  
 )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person(s) described in and who executed the forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in \_\_\_\_\_ County, \_\_\_\_\_, the day and year first above written.

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

My Commission expires: \_\_\_\_\_

**Bidder's signature MUST appear on this form. Signature of bidder indicated he/she understands and will comply with the terms and conditions set forth within the Invitation for Bid.**

City of Sikeston  
Non-Kickback and Non-Collusion Affidavit

I, being of lawful age and a duly authorized agent for \_\_\_\_\_,  
regarding the attached bid, proposal, or contract with the City of Sikeston, Missouri for  
\_\_\_\_\_, do hereby swear/affirm that this affidavit is true and  
correct.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other  
employer for whom I am an authorized agent in this matter, has been a party to any collusion,  
among bidders or other competitors in restraint of freedom of competition by causing or contributing  
to cause anyone to refrain from bidding, or by being a party to any agreement or understanding  
among or between any persons, firms, or corporations to bid at a fixed or determinable price.

Furthermore, I swear/affirm that neither I, nor the firm, company or corporation, or any other  
employer for whom I am an authorized agent have been a party to any collusion with any city official  
or employee of the City of Sikeston as to quantity, quality, or price in this prospective bid, contract or  
proposal; or any other terms of said undertaking; nor have I or we been a party to any discussion  
between other competitors and any official of the City of Sikeston concerning the exchange of  
money or other things of value for special consideration in the letting of this bid, proposal or contract.

I do hereby swear/affirm that the work, contractual undertaking, services or materials as described  
by this invoice or other billing claim has been delivered, completed, or supplied in accordance with  
the specifications, orders, bids, requests, or contract furnished and executed by the City of Sikeston,  
Missouri for the above mentioned bid. Furthermore, no consideration, either directly or indirectly,  
has or will be made to any elected official, officer or employee of the City of Sikeston or any other  
person, firm or corporation to obtain payment of the claim or to procure the contract or purchase  
order pursuant to which this claim is made.

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**Bidder's Signature**

Please type or print name and address of bidder.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
  )SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared  
\_\_\_\_\_, to me known to be the person(s) described in and who executed the  
forgoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my  
office in \_\_\_\_\_ County, \_\_\_\_\_, the day and year first above written.

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

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

**CITY OF SKESTON**  
**AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION**

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

- Submitting a completed, notarized copy of EXHIBIT 38, AFFIDAVIT OF WORK AUTHORIZATION and
- Providing documentation affirming the bidder's enrollment and participation in a federal work authorization program (see below) with respect to the employees proposed to work in connection with the services requested herein.

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

**This is required for contract award to the successful bidder. Bidders are not required to include this with their sealed bid.**



STATE OF MISSOURI )  
 )  
COUNTY OF \_\_\_\_\_ )

AFFIDAVIT  
(as required by Section 285.530, Revised Statutes of Missouri)

As used in this Affidavit, the following terms shall have the following meanings:

**EMPLOYEE:** Any person performing work or services of any kind or character for hire within the State of Missouri.

**FEDERAL WORK AUTHORIZATION PROGRAM:** Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

**KNOWINGLY:** A person acts knowingly or with knowledge,  
(a) with respect to the person's conduct or that those circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or  
(b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

**UNAUTHORIZED ALIEN:** An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_  
\_\_\_\_\_, who being duly sworn, states that on his oath or affirmation as follows:

1. My name is \_\_\_\_\_ and I am currently the President of \_\_\_\_\_, (hereinafter "Contractor"), whose business address is \_\_\_\_\_, and I am authorized to make this affidavit.

2. I am of sound mind and capable of making this Affidavit and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in an participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between the Contract and the City of Sikeston, Missouri:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Further, Affiant saith not.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME, AFFIANT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Missouri

My Commission Expires:

Commission in \_\_\_\_\_ County

Commission # \_\_\_\_\_

**PLEASE NOTE:**

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

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