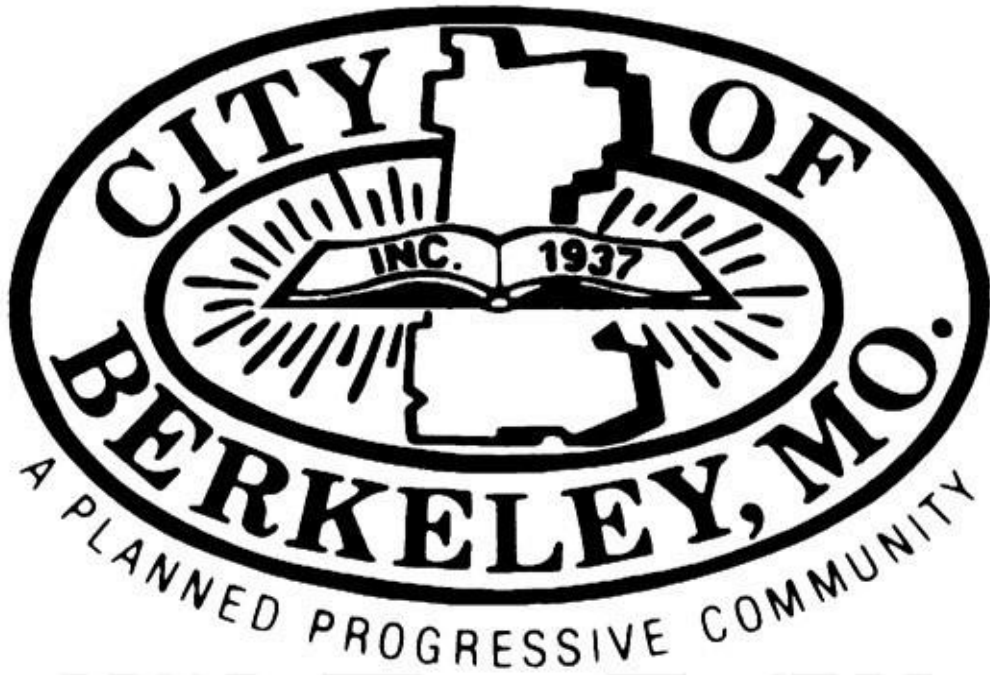


**Commercial AC Replacement  
Civic Center ~ 6120 Madison Ave ~ Berkeley Mo**



**City of Berkeley  
8425 Airport Road  
Berkeley Missouri 63134  
314-400-3705**

Bids shall be submitted in a sealed envelope clearly marked  
**BID NO. 895** "AC Replacement- Civic Center" on the outside.

**Bid Opening Date, January 22, 2020 at 10:15 AM**

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**BID NO. 895**

**INVITATION TO BID**

The City of Berkeley, Missouri will accept sealed bids until **January 22, 2020 at 10:15 a.m.** local time, at City Clerk Office, City Hall, 8425 Airport Road, Berkeley, Missouri, for the purchase and installation of a 10-ton rooftop AC system as outlined in bid form.: *(All bidders are required to provide a 10% bid bond in the form of a cashier's check, or surety bond, acceptable to the City.*

Bids will then be publicly opened and read aloud in the City Council Chambers at City Hall, 8425 Airport Road Drive, Berkeley, Missouri. **The bid award will be after February 17, 2020 after receiving approval from City Council. All this work will be completed in 90 days after notice to proceed.**

Specifications and Bid Forms may be obtained in the City Clerk's Office.

Bids shall be submitted on the City Bid Form in a sealed envelope, clearly marked on the outside as:

***“AC REPLACEMENT – CIVIC CENTER”***

The City reserves the right to accept or reject any or all bids and or combination, thereof, and to waive any minor irregularities.

The City of Berkeley is an Equal Opportunity Employer

## **BID PROCESS SCHEDULE -DATES**

1. Deadline for submittal of Contractor's request for clarification, modifications or questions regarding the Bid. Monday, January 13, 2020 - 3:00pm. Submit in writing to [irvin@ci.Berkeley.mo.us](mailto:irvin@ci.Berkeley.mo.us) – **in subject line refer to “AC Replacement – Civic Center”**
2. Addendums will be posted on the City of Berkeley Website: <http://www.cityofBerkeley.mo.us> no later than 3:00pm Friday, January 17, 2020
3. Submittal Deadline for Bid: Wednesday, January 22, 2020, 10:15 a.m.
4. Bid Opening: Wednesday, January 22, 2020, 10:15 a.m.
5. If a final Addendum is needed it will be posted on the website by 3:00, p.m. on January 17, 2020

**BID COVER LETTER**

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

To: City of Berkeley Missouri  
Deanna Jones, City Clerk  
8425 Airport Rd  
Berkeley, Missouri 63134

City Clerk Jones,

The undersigned, being familiarized with the existing conditions of the project affecting the cost of work, and with the Contract documents, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to perform the installation of a 10-Ton rooftop AC Unit replacement, and, any duct work or re-work at the Berkeley Civic Center. The contractor is to haul away old system and debris.

In submitting this bid, the bidder understands that the right is reserved by the City to reject any and all bids. Basis of award will be the total base bid of the lowest and best qualified bidder. If written notice of acceptance of this bid is mailed or delivered to the undersigned within thirty (30) days after the opening thereof, or any time thereafter before the bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond within ten (10) days after the Agreement is presented to him for signature.

Security in the sum of ten (10%) percent is submitted herewith in accordance with the INVITATION FOR BID.

The bidder shall be prepared to submit a financial and experience statement upon request.

**TOTAL BID PRICE: \$** \_\_\_\_\_

**BID NO. 895**

**COMPANY INFORMATION FORM**

**Please print legibly, except where signature is required.**

Date \_\_\_\_\_

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

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

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

E-mail Address: \_\_\_\_\_

Website: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

## **BIDS REQUIREMENTS AND FORMAT:**

Bids from contractors will not be received unless Berkeley receives the following list of items and in this order. Bids are prepared at the firm's expense and upon submission become the property of Berkeley and therefore become a matter of public record once the successful firm has been chosen and contract awarded.

Proposals shall be delivered to the City Hall in a sealed envelope clearly marked with the **RFP 895: AC Unit - Civic Center** – Attention City Clerk Deanna Jones.

To be included in the submission in this order:

1. Bid Cover Sheet
2. Company Information Form
3. Specification Page with Pricing Table
4. AC Agreement
5. Performance and Payment Bond
6. Affirmative Action Statement
7. Affirmative Action/Prime Vendor Questionnaire
8. Bid Sheet

### **Berkeley Reservation of Rights:**

1. Berkeley reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by Berkeley to be in its best interests.
2. Berkeley reserves the right not to award a contract pursuant to this RFP.
3. Berkeley reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder.
4. Berkeley reserves the right to inspect work at any time during the ongoing work.
5. Berkeley reserves the right to determine the days, hours and locations that the successful bidder shall provide the services called for in this RFP.
6. Berkeley reserves the right to retain all proposals submitted.
7. Berkeley reserves the right to negotiate the fees proposed by the bidder.
8. Berkeley reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non- requested services.
9. Berkeley shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
10. Berkeley shall reserve the right, to at any time during the RFP or contract process, prohibit any further participation by a bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein.



**Specifications for AC installation.**

1. Contractor must have Saint Louis County Mechanical Contractor License. Permit required from Berkeley, however, the fee is waived.
2. Contractor must be licensed to install and repair commercial air conditioning systems, hot water heating systems, forced air heating systems, domestic hot water systems, evaporative coolers, and, ventilation.
3. Contractor must be able to provide proof of ability to service units, including annual preventative maintenance on all related controls.
4. Contractor must be available for after hours, weekend, and emergency calls for service. Please describe after hours service program.
5. All installations require permits and inspections paid for and coordinated by the contractor.
6. Replacement to include any and all revisions to existing ducting, electrical, gas and flue piping as necessary to accommodate new Air Conditioner installation. This includes but is not limited to installing return air and related ducts.
7. All installations require permits and inspections paid for and coordinated by the contractor. Installations shall conform to current 2015 International Codes and 2014 National Electrical Code
8. Scope of Work attachment must be attached.
9. Note any exclusions.

**Pricing Table:**

<b>Function</b>	<b>Price</b>
Remove and discard of Existing Unit	\$
Install new 10-ton rooftop AC Unit	\$
Three Year Service Agreement	\$
<b>Total</b>	\$

**AC AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day \_\_\_\_\_ 2020, by and between the City of Berkeley (a municipal corporation organized and existing under the laws of the State of Missouri), hereinafter called the “Owner” and \_\_\_\_\_ (a corporation, partnership, or LLC) hereinafter called the “Contractor.”

WITNESSETH, that the Contractor and the City of Berkeley, Missouri for the considerations stated herein agree as follows:

**STATEMENT OF WORK:** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, and services and perform and complete all work required for the **removal and replacement of 10-TON Rooftop AC system** at the Berkeley Civic Center, 6120 Madison, Berkeley, Missouri; and the removal and haul away of all existing roofing materials, traffic control measures and any and all required supplemental work for completion of the project in accordance with the Contract documents.

The Contractor must contact the City at least five (5) working days prior to start of project so that residents can be notified of project commencement date.

The City of Berkeley will pay the Contractor for the performance of the contract in current funds, for work performed at the prices stipulated on the attached bid for the work completed subject to any additions and deductions mutually agreed upon by both parties of this agreement.

**CONTRACT:** The executed Contract documents consist of the documents furnished to each bidder and the Contractor for this project.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in **three (3)** original copies on the day and year first above written.

**Contractor:** \_\_\_\_\_

**City of Berkeley, Missouri**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Street: \_\_\_\_\_

Street: 8425 Airport Road

City: \_\_\_\_\_

City: Berkeley, MO 63134

Attest:

Attest:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

**BID NO. 895**

**PERFORMANCE AND PAYMENT BOND FORM**

KNOWALL MEN BY THESE PRESENTS, THAT we \_\_\_\_\_,  
as principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the  
CITY OF BERKELEY, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)  
for payment whereof the Principal and Surety bind themselves, their heirs, executors,  
administrators and successors, jointly and severally, firmly by theses presents.

WHEREAS, the Principal has, by means of a written agreement dated the \_\_\_\_\_ day of  
\_\_\_\_\_, 2020, enter into a contract with the City of Berkeley for **10-Ton Rooftop  
AC Unit installation at the Berkeley Civic Center, 6120 Madison.**

***NOW, THEREFORE,*** if the Principal shall faithfully perform and fulfill all the undertakings,  
covenants, terms, conditions and agreements of said contract during the original term of said  
contract and any extensions thereof that may be granted by the City of Berkeley, with or without  
notice to the Surety and during the life of any guaranty required under the contract ; and shall also  
faithfully perform and fulfill all undertakings, covenants, terms, conditions and agreements of any  
and all duly authorized modifications of said contract that may hereafter be made with or without  
notice to the Surety; and shall also promptly make payments for materials incorporated, consumed  
or used in connection with the work set forth in the contract referred to above, and all insurance  
premiums both compensation and all other kinds of insurance, on said work, and for all labor  
performed on such work, whether by subcontractor or otherwise, at not less than the prevailing  
hourly rate of wages for work of a similar character (exclusive of maintenance work) in the locality  
in which the work is performed and not less than the prevailing hourly rate of wages for legal  
holiday and overtime work (exclusive of maintenance work) in the locality in which the work is  
performed both as determined by the Department of Industrial Relations or determined by the  
Court of Appeal, as provided for in said contract and in any and all duly authorized modifications  
of said contract that may be hereafter made, with or without notice to the Surety, then, this  
obligation shall be void and of no effect, but it is expressly understood that if the Principal should  
make default in or should fail to strictly, faithfully and efficiently do, perform and comply with  
any or more of the covenants, agreements, stipulations, conditions, requirements or undertakings,  
as specified in or by the terms of said contract, and with the time therein named, then this obligation  
shall be binding upon each of the parties hereto and this bond shall remain in full force and effect;  
and the same and the same may be sued on at the instance of any material man, laborer, mechanic,  
subcontractor, individual, or otherwise to whom such payment is due, in the name of the City of  
Berkeley, to the use of any such person.

***AND, IT IS FURTHER*** specifically provided that any modifications which may hereinafter be  
made in the terms of the contractor or in the work to be done under it or the giving by the City of  
Berkeley of any extension of the time for the performance of contract or any other forbearance on  
the part of either the City of Berkeley, the Principal to the other, shall not in any way release the  
Principal and the Surety, or either of any of them, their heirs, executors, administrators and  
successors, from their liability hereunder, notice to the Surety of any such extension, modifications  
or forbearance being here by waived.

**AS APPLICABLE:**

**AN INDIVIDUAL**

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

Signature: \_\_\_\_\_

**A PARTNERSHIP**

Name of Partner: \_\_\_\_\_

Signature of Partner: \_\_\_\_\_

Name of Partner: \_\_\_\_\_

Signature of Partner: \_\_\_\_\_

**CORPORATION**

Firm Name: \_\_\_\_\_

Signature of President: \_\_\_\_\_

**SURETY**

Surety Name: \_\_\_\_\_

Attorney-in-Fact: \_\_\_\_\_

Address of Attorney-in-Fact: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone Number of Attorney-in-Fact: \_\_\_\_\_

Signature of Attorney-in-Fact: \_\_\_\_\_

NOTE: Surety shall attach Power of Attorney

**BID NO. 895**

**AFFIRMATIVE ACTION STATEMENT**

THE CITY OF BERKELEY, MISSOURI is an EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

We acknowledge that we will hire and develop qualified people, solely on merit and qualifications, without regard to race, color, creed, religion, sex, national origin, ancestry, handicaps or age.

While acknowledging an obligation to the community to reaffirm its Fair Employment Policy, we also reaffirm our support for the various Presidential Executive Orders and regulations of the Equal Employment Opportunity Commission. In addition, we support the applicable provisions contained in the Civil Rights Acts, the Equal Pay Law, the Age Discrimination and Employment Act and the Missouri Human Rights Act. The regulations, acts, orders and laws provide that discrimination based on race, color, creed, religion, sex, national origin, ancestry, handicaps or age is prohibited.

Our policy can be implemented only through the efforts of everyone within the company. A simple statement is not enough without full support. It is hoped that through an Equal

Opportunity Plan, a fair and equitable program might be practiced. Through such a plan, applicants and employees should feel they could become an active part of the company without fearing reprisals due to extraneous factors not related to merit or qualifications.

Signed: \_\_\_\_\_

Position: \_\_\_\_\_

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

**NOTE: THIS FORM IS VALID FOR THIS CALENDAR YEAR ONLY (2020)**

**Affirmative Action/Prime Vendor Questionnaire**

Many of you will probably be compiling similar information for your yearly E.E.O. Reports. If this is the case, and you would prefer to wait and complete this form at that time, please feel free to do so. If you want to be placed on the prime vendor list prior to that time we can do so with a copy of your

**Affirmative Action Plan**

1. Name and address of your organization: \_\_\_\_\_
2. Name and position of person completing this report \_\_\_\_\_
3. We do not wish to be on your prime vendor list and are returning this form incomplete: \_\_\_\_\_
4. Do you consider your organization to be an Equal Employment Opportunity Employer?  
Yes \_\_\_\_\_ No \_\_\_\_\_
5. Are you part of or a division of a larger parent organization? \_\_\_\_\_ If Yes, please give parent organization name and home office address  
\_\_\_\_\_  
\_\_\_\_\_
6. How many employees were on the payroll last pay period? \_\_\_\_\_  
Full Time \_\_\_\_\_ Part Time \_\_\_\_\_
7. How many women were on the payroll? Full Time \_\_\_\_\_ Part Time \_\_\_\_\_
8. How many minorities were on the payroll?  
Full Time Male Minority employees: \_\_\_\_\_  
Full Time Female Minority employees: \_\_\_\_\_  
Part Time Male Minority employees: \_\_\_\_\_  
Part Time Female Minority employees: \_\_\_\_\_
9. Does your organization include in its employment advertising a phrase similar to: "We are an Equal Employment Opportunity Employer" \_\_\_\_\_; or if your organization has not advertised recently, will similar phrase be included if advertising is undertaken in the future  
Yes \_\_\_\_\_ No \_\_\_\_\_
10. Does your organization or you parent organization have an Affirmative Action Plan?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please supply a copy of the current plan.
11. Does your organization have a designated department or person to function in the Equal Opportunity Position? Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, please supply the name, title, phone number and address for future correspondence.  
\_\_\_\_\_  
\_\_\_\_\_

**The City of Berkeley thank you for your cooperation in filling out this form.**

## **BID NO. 895**

### **FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

Pursuant to Section 285.530 RSMo as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder 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 to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

### **OSHA TRAINING REQUIREMENTS**

Missouri Law, 292.675 RSMO, Requires The Awarded Contractor And Its Subcontractor(S) To Provide A Ten-Hour Occupational Safety And Health Administration (Osha) Construction Safety Program (Or A Similar Program Approved By The Missouri Department Of Labor And Industrial Relations as A Qualified Substitute) For Their On-Site Employees (Laborers, Workmen, Drivers, Equipment Operators, and Craftsmen) Who Have Not Previously Completed Such A Program And Are Directly Engaged In Actual Construction of the Improvement (Or Working at A Nearby or Adjacent Facility Used For Construction Of The Improvement). The Awarded Contractor and Its Subcontractor(S) Shall Require All Such Employees to Complete This Ten-Hour (10) Program, Pursuant To 292.675 RSMO, Unless They Hold Documentation On Their Prior Completion Of Said Program. Penalties for Non-Compliance Include Contractor Forfeiture to The City of Berkeley In The Amount Of \$2,500, Plus \$100 Per Contractor And Subcontractor Employee For Each Calendar Day Such Employee Is Employed Beyond The Elapsed Time Period For Required Program Completion Under 292.675 RSMO.

### **Additional Requirements Once Contract Signed:**

The contract generated by this RFP may be cancelled by Berkeley for noncompliance with specifications, inability to perform the contracting requirements of Berkeley or continued safety hazards. The cancellation notification shall state the cause or reason for the cancellation. Such cancellation would be at no charge to Berkeley other than for work authorized and completed at the time of termination.

The contractor shall provide all items, articles, operations mentioned or herein specified, related labor services, tools, equipment, transportation and incidentals necessary and required for satisfactory, acceptable completion of the contracted work or delivery of materials. Berkeley may inspect work at any time during the ongoing work. Should a problem with the materials or the work performed by the Contractor occur during the course of this contract, and should it be shown that the cause of this problem is faulty work, the Contractor shall repair such problem fully at Contractor's own expense. After completion of work, Contractor will return the site to its original condition as determined by the Berkeley. Any work required to return the property to its original condition will be at the Contractor's expense.

Contractor shall be responsible for any injury, damage or loss to all public and private property caused directly, in whole or in part, by their employees or agents or anyone directly or indirectly employed by them or anyone for whose acts any one of them may be responsible. The contractor shall comply with all applicable laws and codes bearing on the safety of persons or property of their protection, from injury, damage, or loss. Contractor is responsible for the means, methods and sequence of work and all safety aspects of this work. To the maximum extent permitted by law, Contractor agrees to indemnify, hold harmless, and defend Berkeley and Berkeley's Agents from and against any and all claims or damages arising from Contractor's performance of this agreement, as well as acts committed during the course of this agreement by any of Contractor's officers, employees, guests, invitees, and those doing business with Contractor.

Contractor assures that all existing and every new staff working on site do not have a criminal background which would indicate that they could present a threat to patrons or staff. Acceptable criminal background is no felony arrests or convictions within five years and no pattern of misdemeanors (three or more) within five years. The Managing Agent may terminate this contract if this provision is violated.



## **BID NO. 895**

### **Insurance Requirements:**

Contractor and subcontractors shall secure, pay the premiums for, and keep in force until the expiration of their contract adequate liability insurance and Worker's Compensation Insurance.

Certificate of insurance for Worker's Compensation and for liability shall be delivered to Berkeley or kept on file at Berkeley prior to start of contract. Any policy change shall be reported to Berkeley and certificate forwarded to Berkeley. By signing a contract generated by the RFP, the contractor understands that neither they nor their employees are covered by any Berkeley insurance policy. All copies of proof of insurance will be submitted to Berkeley along with the RFP. Contractors may send a copy of the required insurances with their proposal, but the work of the RFP cannot begin, nor contract executed until original insurance verification forms are on file at the Berkeley offices.

The following insurance coverage is required:

- Commercial General Liability: Minimum of \$150,000 per person and \$1,000,000 per occurrence.
- Worker's Compensation Insurance: Equal to or at least \$100,000 per employee.
- Automotive Insurance: Minimum of \$100,000/\$300,000 for bodily insurance and \$50,000 for property damage.



**FILE IMAGE**

