



REQUEST FOR PROPOSALS (RFP)
RUG RENTAL SERVICES FOR
CITY DEPARTMENTS

The City of Centralia is accepting sealed proposals from qualified firms for the purpose of entering into an agreement for rug rental services for various City departments.

DEADLINE: Sealed proposal submittals must be received by **2:00 p.m., CST, Monday, October 2, 2023**. (The clock located at the receptionist desk in the lobby of City Hall will be the official time.) Applicant names of all proposals received will be read aloud on this date at City of Centralia, City Hall, 114 S. Rollins Street, Centralia, MO 65240. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: *Rug Rental Services for Various City Departments*

DELIVERY ADDRESS: Please submit a proposal that is properly labeled and clearly marked with the RFP description to:

City of Centralia
Attn: City Clerk
114 South Rollins
Centralia, MO 65240
Monday – Friday: 8:00 am to 5:00 pm
Electronic submittals must be sent to:
marilyn@centraliamo.org

POINT OF CONTACT: All inquiries regarding this RFP must be made in writing to Tara Strain, City Administrator, at tara@centraliamo.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.

The City of Centralia reserves the right to reject all bids, to waive irregularities, and to accept the bid deemed the most advantageous to the City.

Deadline for submission of questions is Tuesday, September 26, 2023 by 11:00 a.m.

Release Date: Thursday, September 7, 2023



**City of Centralia Request for Proposals
RUG RENTAL SERVICES FOR VARIOUS CITY DEPARTMENTS**

1. Introduction:

The City of Centralia is soliciting proposals from firms who are interested and qualified to provide rug rental services for various City departments. It is the intent of the city to select a single firm to accomplish all services outlined in this RFP.

1.1 Clarification and Interpretation of RFP

1.1.1 The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2 The city desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals, and gain adequate information from which the City may evaluate the Proposer’s products and services as they compare to other providers and as they pertain to the needs of the City’s organization as defined in this document.

2. Background Information:

2.1 General

The City of Centralia intends to establish a contract for rug rental services for various departments in accordance with the specifications outlined in this document. Departments include but are not limited to City Hall, Police, Electric, Street & Sanitation, and Water & Wastewater.

This contract will be awarded on an all-or-none basis to the proposer having sufficient ability to perform this contract for the City of Centralia.

All numbers are estimates and may be varied as needed. Approximately:

Weekly Qty	Item
100	Shop Towels - 18x18
9	Mat - Nylon/Rubber, Dark Grey, 3 x 5
3	Mat - Black 3 x 10
2	Mat - Welcome, Black, 4 x 6
0	Mat - Antifatigue, Rubber, Black 3 x 5
2	Mop - Synthetic BLN, Blue 36
2	Mat - Nylon/Rubber, Dark Grey, 4 x 6
1	Mat - Nylon/Rubber, Dark Grey, 3 x 4
2	Mat - Nylon/Rubber, Brown, 3 x 4
4	Mat - Nylon/Rubber, Brown, 4 x 6
2	Mop - Synthetic BLN, Redd 24



Scope of Work:

2.2 General

The City of Centralia is seeking proposals for rug rental services. This contract is intended for routine and continuous usage. The quantities are estimates based on the previous usage. These estimates are for acquainting the offeror with probable quantities to be expected during the contract period. Proposed quantities are estimates and may be subject to additions or deletions prior to award. No damage fees or replacement costs will be charged by the offeror except for loss by employee, or willful abuse of item beyond normal wear and tear. All damaged items must be made available for examination by a City of Centralia representative to make final determination as to the damage or replacement cost.

2.3 Samples

Vendors may be requested to provide samples.

2.4 Catalog

Vendor shall submit a reasonable catalog for selection of self-purchase items where employees can have an option of upgrading their rug inventory.

2.5 Delivery

All deliveries shall be once per week Tuesday thru Thursday. Deliveries shall be made on the same day each week between 7:30 am and 3:30 pm. Holiday adjustments shall be made in advance. Failure to meet delivery requirements may result in termination of this contract.

2.5.1 Drop Off and Pick Up Locations

City Hall	City Hall	114 South Rollins St.
Electric Dept.	Electric Shop	310 N Columbia St.
Street & Sanitation	Street Dept.	727 South Street
Water & Wastewater	Water Plant	1191 E Booth Street
Police	Police Department	114 S Rollins Street
Community Room	City Hall	114 S Rollins Street

2.6 Unsatisfactory Service

If the City of Centralia receives deliveries of unsatisfactory service that are not quickly and routinely corrected, the Vendor shall have fifteen (15) calendar days from the receipt of written notice to resolve said problems. If said problem is not resolved by the Vendor, the City of Centralia may then terminate this agreement for non-performance with fifteen (15) day written notice.

3. Contract Terms and Conditions:

3.1 General

The selected firm shall be required to enter into a formal agreement acceptable to the City Attorney that is similar in form and content to the Agreement Template attached hereto. This contract will be for a period of three (3) years with two (2) one (1) year renewal options. All rates/fees shall be fixed for the contract term.

3.2



3.3 Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court cost, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

3.4 Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder. This release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.



3.5 Termination of Contract

The City of Centralia reserves the right to terminate the contract, with thirty (30) day written notice, in the event the awarded proposer performs any of the following prohibited practices, and violates these specifications:

- a. By failing to pay insurance, liens, claims, or other charges.
- b. By failing to pay any payments due the City, State or Federal Government from the successful bidder or its principals, including, but not limited to payments identified in this agreement or any taxes, fees, assessments, or liens.
- c. By the institution of voluntary or involuntary bankruptcy proceedings against the successful bidder or upon dissolution of the firm or business.
- d. By violation of any provision of the agreement.
- e. By repeated instances of failing to respond in a timely manner to City complaints, issues, questions regarding this project – timely shall be construed to be within eight (8) business hours of any email or phone call related to the issue.

Such termination is in addition to and not in lieu of any other remedies that the city may have in law or equity. Proposer, in submitting this proposal, agrees that the City shall not be liable to prosecution for damages if the City declares the proposer in default.

3.6 Management

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.

4. Instructions to Bidders:

4.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of Centralia.

The City of Centralia requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors regarding content, but to assure that the specific requirements set forth in this RFP are addressed in a rug manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal.



4.2 **Project Timeline**

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued: Thursday, September 7, 2023

Deadline for Submitting Questions: Tuesday, Sept. 26, 2023, @ 11:00 a.m.

Proposal Submission Deadline: Monday, October 2, 2023, at 2:00 p.m.

Selection Process: Monday, October 2, 2023

Planned Award of Contract: October 16, 2023, at 6:30 p.m.

Planned Notice to Proceed Issued: October 17, 2023

4.3 **Qualifications and Experience**

Include description of your company's general understanding of the project, scope of services and tasks necessary to complete the service of providing rug rentals for the City of Centralia. Include: (i) Company Profile – brief discussion of the company, its history and services offered; (ii) Experience – brief descriptions of services regarding the providing, processing, and delivering rugs to the City. (iii) Proposer should submit any supporting documentation available and identify and list all special services offered.

4.4 **Company's Fee**

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
- Restocking fees
- Unreturned inventory
- Service charges per locations

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

- Rug Insurance



The following represents weekly rental totals from various City departments.

Weekly Qty	Item
100	Shop Towels - 18x18
9	Mat - Nylon/Rubber, Dark Grey, 3 x 5
3	Mat - Black 3 x 10
2	Mat - Welcome, Black, 4 x 6
0	Mat - Antifatigue, Rubber, Black 3 x 5
2	Mop - Synthetic BLN, Blue 36
2	Mat - Nylon/Rubber, Dark Grey, 4 x 6
1	Mat - Nylon/Rubber, Dark Grey, 3 x 4
2	Mat - Nylon/Rubber, Brown, 3 x 4
4	Mat - Nylon/Rubber, Brown, 4 x 6
2	Mop - Synthetic BLN, Redd 24

4.5 References

Proposer is to provide reference for similarly successful services from three (3) governmental agencies, including the name of the agency, contact name, telephone, and email address.

4.6 Conflicts of Interest

Conflicts of interest must be disclosed by the proposer. The City of Centralia's adopted conflicts of interest guidelines may be found in the City's purchasing policy.

5. Proposal Evaluation Process

All proposals will be screened by the City Administrator 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:

5.1 City staff shall review all proposals for accuracy and completeness.

5.2 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.

5.3 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.

5.4 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

5.5 The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgment as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.



CONTRACTOR'S CAPACITY TO PERFORM

Based on the provider's response to this solicitation, please identify dedicated resources available for contract fulfillment (use extra pages as necessary):

Availability to perform: _____

_____ (Include any additional personnel or equipment/assets contractor will acquire to complete contract performance)

Equipment and operational items:

_____ (Identify by quantity and type any equipment/assets allocated to contract performance)

Personnel: _____

_____ (Identify by quantity and category any personnel assigned to contract performance)

Other Resources: _____

_____ (Identify any other resources to be allocated to complete contract performance)



SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	
PHYSICAL ADDRESS:	
PHONE #:	
FAX #:	
CONTACT PERSON:	
PHONE #:	
REMITTANCE ADDRESS:	
PHONE #:	
FAX #:	
CONTACT PERSON:	
PHONE #:	
PAYMENT TERMS DISCOUNT:	
COMPANY TAX ID#:	



TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: 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.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services, and products to be delivered.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of Centralia will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of Centralia will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this ITB.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his/her sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.



- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$1,000,000.00 excess of specified limits;

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Centralia. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.centraliamo.org/rfps>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Centralia is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of Centralia, City Hall shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.



CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between additional contract documents incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to RSMo. 365.100.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

GOVERNING LAW AND VENUE: Missouri law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Boone County, Missouri.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Centralia. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

DELIVERY: Any delivery and freight charges (FOB City of Centralia designated location) are to be included in the proposal price.

INVOICES: submitted for payment shall be addressed to: City of Centralia, Accounts Payable, 114 S. Rollins St., Centralia, MO 65240, cityhall@centraliamo.org. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Rug Commercial Code and be free from all defects in material, workmanship, and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of Centralia from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Centralia reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Centralia may have in law or equity. Respondent, in submitting this proposal, agrees that City of Centralia shall not be liable to prosecution for damages if the



City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing sixty (60) days' written notice to the other party.

NOTICE: Any notice provided by this ITB or required by law to be given to the successful respondent by City of Centralia shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Centralia, Missouri, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Centralia.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the installation of the proposed system, notwithstanding that every item or contingency is not specifically mentioned herein.



NOTICE: The City of Centralia has drafted the following document (SAMPLE) that will serve as the agreement between the parties in the event of a contract. Please review, edit and/or comment with your RFP response so that the City might consider BEFORE proceeding with a contract.

VENDOR AGREEMENT

This Agreement made this ____ day of _____, 2021, by and between the City of Centralia (City), located in Centralia, Missouri and _____, located at _____ (Contracting Party).

City and Contracting Party agree as follows:

1. CONTRACT TERM: The initial term of this Agreement shall be for a period of ____ year(s), from _____ to _____. The parties may mutually agree in writing to extend the term of the Agreement.

City reserves the right to terminate the Agreement at any time, with or without cause, on sixty (60) days prior written notice to Contracting Party.

2. CONTRACT DOCUMENTS/WORK STATEMENTS: The provisions of the attached City Request for Proposal - RFP dated _____, Contracting Party's response to RFP dated _____, and Exhibits _____ (if any), are hereby incorporated by reference and made a part of this Agreement. Contracting Party's representations and warranties regarding its Work are set forth in Exhibit _____ (if any). To the extent there are conflicts or inconsistencies between the documents, the order of priority in which documents will be interpreted is as follows:

The provisions of this document

3. CONTRACT FEE: In consideration for the mutual covenants contained herein, City shall pay Contracting Party for work satisfactorily performed as follows: _____. Total compensation shall not exceed _____. Payment terms for amounts due from City under the Agreement (including due dates, late fees and interest) are governed by RSMo. 365.100.

4. CONFLICT OF INTEREST: Contracting Party assures that to the best of its knowledge there exists no conflict of interest or appearance of a conflict between Contracting Party's family, business or financial interest and the services provided under this Agreement. Should this situation change during the term of this Agreement, Contracting Party will advise City of such change.

5. INDEPENDENT CONTRACTOR: This Agreement shall not be construed to create a partnership, joint venture, nor other agency relationship between the parties, who are independent of one another. The relationship of the Contracting Party to City is and shall continue to be that of an independent contractor, and no liability or benefits such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, arising out of or related to an employer/employee relationship, shall arise, or accrue to either party or either party's agent, subcontractor or employee,



as a result of this Agreement or its performance. No relationship, other than that of independent contractor, shall be implied between the parties or between either party and the other party's agent, employee, or subcontractor, and the Contracting Party hereby agrees to hold City harmless from any such claims by it or its associates, and any cost or expense related thereto.

6. **DEFAULT:** In the event of a failure by Contracting Party to satisfactorily perform the services specified herein and/or a default by Contracting Party in abiding by the other terms and conditions of this Agreement, City may terminate the Agreement on written notice to Contracting Party and Contracting Party shall be liable for all damages, costs, and expenses (including attorney fees) incurred by City related to this default.

7. **ALTERNATIVE DISPUTE RESOLUTION:** The dispute resolution process may be used by City and Contracting Party to attempt to resolve any claim for breach of contract made by Contracting Party, to the extent it is applicable to the Agreement and not preempted by other law. Except as otherwise provided by law, nothing herein is a waiver by City of the right to seek redress in a court of law.

8. **ASSIGNMENT:** The parties recognize that this contract is based upon the skill and expertise of the parties and therefore agree that the contract and the obligations thereunder may not be assigned or delegated without the written consent of the other party, except as expressly allowed by this contract.

9. **COMPLIANCE WITH LAW:** Contracting Party shall certify that he/she or it is compliant with all applicable state and federal laws, including non-discrimination laws as it relates to the terms and conditions of the agreement.

10. **NON-APPROPRIATIONS:** Contracting Party understands that City is a governmental entity, and should the Legislature fail to provide funding for any period during the term of this contract, City shall be excused for all liability for payment. City is required to give Contracting Party written notice within sixty (60) days after learning that the funds will not be available. Upon receiving written notice from City, this contract will automatically terminate

11. **NOTICES:** Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

12. **OFFICIALS NOT TO BENEFIT:** No Mayor, Alderman, officer, director, employee, administrator, and representative of City shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

13. **GOVERNING LAW/VENUE/STATUTE OF LIMITATIONS:** The validity of this Agreement and the interpretation of its terms and the applicable statute of limitations for any cause of action brought by or against City pursuant to the Agreement shall be governed by the laws of the State of Missouri. Jurisdiction for any legal proceedings incident to this agreement shall lie in Boone County, Missouri.

14. **FORCE MAJEURE:** In the event of Force Majeure, City may terminate this agreement by written notice following such casualty and City shall not be responsible for any damages sustained by Contracting Party. Force Majeure



shall mean fire, earthquake, flood, act of God, strikes or other labor disturbances, riots or civil commotion, litigation, terrorism, war or other acts of any foreign nation, power of government or government agency or authority, or any other cause like or unlike any cause above-mentioned which is beyond the control or authority of City.

15. SUBCONTRACTS: Any subcontracts and outside associates or consultants required by Contracting Party in connection with the services covered by this contract will be limited to such individuals or firms as were specifically identified and agreed to during negotiations. Contracting Party shall ensure that each subcontractor complies with all provisions of the Agreement and this Addendum. Contracting Party shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the products and/or services set forth in the Agreement.

16. TAX EXEMPTION: City and Contracting Party agree that City will not be required to pay any taxes for which it can demonstrate an exemption.

17. CONFIDENTIALITY: Subject to the Missouri Public Information Act and any similar legal requirements, neither Party shall disclose any confidential information obtained from the other Party without such Party's prior written approval.

18. INTELLECTUAL PROPERTY: Contracting Party represents that it has all intellectual property rights necessary to enter into and perform its obligations under the Agreement and shall indemnify, defend and hold harmless the City against any action, claim, liability, loss or expense related to such intellectual property rights and representations. Contracting Party will pay any damages attributable to such claim that are awarded against the City in a judgment or settlement.

19. INDEMNIFICATION: Contracting Party shall indemnify and hold harmless City, and each of its regents, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contracting Party or any agent, employee, subcontractor, or supplier of Contracting Party in the execution or performance of this contract.

20. INSURANCE: For the entire term of the Agreement ("Term"), Contracting Party shall maintain Comprehensive General Liability insurance coverage of \$1,000,000 per occurrence. If, during the Term, Contracting Party will enter City property, Contracting Party shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Missouri, including Employers Liability coverage of \$500,000 per accident; (ii) Commercial Automobile Liability coverage of \$1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of \$1,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name City as Additional Insured. Contracting Party shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contracting Party shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

21. AUDIT; INDEPENDENT AUDITS; RIGHT TO AUDIT; RETENTION; SUPPORTING DOCUMENTS: The Contracting Party agrees and authorizes City and/or the State Auditor (collectively, "Auditor") to conduct audits or investigations in connection with this Agreement. Contracting party agrees to cooperate with Auditors conducting such audits or investigations and to provide all information and documents reasonably requested. Contracting Party will include this provision in all contracts with permitted subcontractors.

22. LIMITATIONS: The Parties are aware that there are constitutional and statutory limitations on the authority



of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitationsof periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissionsof third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Missouri.

23. SOVEREIGN IMMUNITY: Except as otherwise provided by Missouri law, neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement is a waiver of sovereign immunity by City.

24. REPRESENTATIONS BY CONTRACTING PARTY: Contracting Party represents and warrants that it will obtain and maintain in effect, and pay the cost of all licenses, permits or certifications that may be necessary for Contracting Party's performance of this Agreement. If Contracting Party is a business entity, Contracting Party warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation; and is duly authorized and in good standing to conduct business in the State of Missouri, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contracting Party.

25. ELIGIBILITY TO RECEIVE PAYMENT: Contracting Party certifies that, as a matter of State law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

26. PAYMENT OF DEBT/DELINQUENCY TO STATE: Contracting Party certifies that it is not indebted to the City of Centralia and is current on all taxes owed to the City of Centralia. Contracting Party agrees that any payments owing to Contracting Party under the Agreement may be applied directly toward any debt or delinquency that Contracting Party owes the City of Centralia regardless of when it arises, until such debt or delinquency is paid in full.

27. PRODUCTS AND MATERIALS PRODUCED IN MISSOURI: If Contracting Party will provide services under the Agreement, Contracting Party covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Missouri when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Missouri.

28. TRAVEL EXPENSES: If the Agreement requires City to reimburse for travel expenses, the Contracting party shall invoice all requests for reimbursement in accordance with the State of Missouri travel, meal and lodging reimbursementguidelines applicable to State of Missouri employees.

29. RISK OF LOSS: All work performed by Contracting Party pursuant to the Agreement will be at Contracting Party's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, such loss or damage will be Contracting Party's responsibility.

30. PUBLICITY: Contracting Party shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

31. LEGAL CONSTRUCTION/SEVERABILITY: If any one or more of the provisions contained in this contract shall for



any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable. The Parties may mutually agree to renegotiate the contract to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

32. NON-WAIVER: No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

33. ENTIRE AGREEMENT: This contract constitutes the entire contract and supersedes all prior or contemporaneous agreements, whether written or oral, between the parties. Verbal representations not contained herein shall not be binding on the parties unless acknowledged by them in writing.

34. AUTHORITY: The person signing below on behalf of City and Contracting Party warrants that he/she has the authority to execute this contract according to its terms.

35. AMENDMENT: This Agreement may be changed, amended, modified, extended, or assigned only by mutual consent of the parties if consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect.

36. BINDING AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, City and Contracting Party, by and through their duly authorized officers and representatives, have executed this Agreement as of the date first above written.

CITY OF CENTRALIA

CONTRACTING PARTY:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____