



DEPARTMENT OF PUBLIC SERVICES

REQUEST FOR BIDS

FOR

*Inspection Services – Residential
Rental*

Re-occupancy Inspection Program

Bid Due Date

November 26, 2019 at 9:00 a.m.

Public Works Department
One Detjen Drive Crestwood, Missouri 63126 – Phone 314-729-4720 – Fax 314-729-4729
<http://www.cityofcrestwood.org>

**Request for Bids for
Inspection Services – Residential Rental Re-occupancy Inspection
Program
City of Crestwood, MO**

The City of Crestwood, MO is soliciting bids for inspection services in coordination with the Residential Rental Re-occupancy Inspection Program. The contract term will be January 1, 2020 through December 31, 2022.

SCOPE OF WORK

1. Inspection of approximately 125 rental properties per year within the City of Crestwood in accordance with the 2009 International Property Maintenance Code (IPMC) and the International Residential Code (IRC) of the International Code Council (ICC).
2. Generation of inspection reports to be used by the city for the purpose of issuing occupancy permits for rental of approved properties.
3. Schedule appointments within pre-established weekly time periods with the property owners for inspections.

RESPONSIBILITY OF THE CITY

1. Make available all pertinent project information.
2. Provide contact information for property owners applying for permits.
3. Designate an authorized representative of the City.
4. Provide forms to be used to report inspection of properties.
5. Render decisions on issues as not to delay the report writing, inspection or scheduling process.
6. Include copy of inspection report as a part of the issuance of the permit.

EVALUATION CRITERIA

1. Price quotation (use attached bid form).
2. Demonstration that the firm has at least five years experience in the inspection of residential properties.
3. Demonstration that staff members completing inspections are certified as Property Maintenance and Housing Inspectors (include copies of certifications).
4. List three references from similar projects completed by the firm.
5. List hours of daily operation and hours available for inspections each day to demonstrate that the firm will be able to schedule and complete all inspections and provide City with report in a timely manner.

SUBMITTAL REQUIREMENTS

Submit two (2) copies of the bids including, at a minimum, all of the items outlined in the evaluation criteria above.

CONTRACT APPROVAL

Approval of a final contract between the City and the selected consultant, pursuant to this Request for Bid and the firm's response, is subject to the approval of the Crestwood Board of Aldermen. A draft copy of the City's standard Agreement form is attached to this proposal. The selected firm's fee proposal will be attached as an exhibit to the Agreement. The format of this Agreement is not negotiable.

SUBMITTAL DATE

Questions are encouraged by all firms submitting bids. They can be referred to Jason Hagan at 314-729-4837. Sealed bids for inspection Services – Residential Rental Re-occupancy Inspection Program will be received by the City of Crestwood, Department of Public Works, 1 Detjen Drive, Crestwood, Missouri, 63126 until Tuesday, November 26, 2016 at 9:00 a.m., at which time the bids will be publicly opened and read aloud in the Public Works Department.

CONTRACT AWARD

The City of Crestwood, Department of Public Works, will evaluate and rank responses to the Request for Bids. Finalists may be invited to interview prior to a recommendation for selection. Recommendation for contract award will be contingent on acceptance of the Agreement terms.

The City of Crestwood reserves the right to award the Agreement to the firm or firms that, in the opinion of the City, is most responsive and best meets the City's requirements. The City reserves the right to reject any and all bids and to waive any irregularities.



BID FORM FOR RESIDENTIAL RENTAL PROPERTY INSPECTION

Public Works Department

1 Detjen Drive

Crestwood, Missouri 63126

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Business telephone: _____ Cell telephone: _____

Contact person e-mail: _____

Item	Est. Qty	2020 Unit Price	Extension	2021 Unit Price	Extension	2022 Unit Price	Extension
Initial Property Inspection of Single Family Residence/Villas	75						
Re-inspection of Single Family Residence/Villas	15						
Initial Property Inspection of Apartment Units/Condominiums	25						
Re-inspection of Apartment Units/Condominiums	10						
Annual Total	—	—		—		—	

Item	2020	2021	2022
Hourly rate for Inspector (other than inspections)			
Additional charge for "time critical inspection" (initial and/or re-inspection)			

Authorized Representative's Name _____
(Print)

Authorized Representative's Signature _____

Date _____

EXPERIENCE (minimum five years)

Company, address	Years employed	Supervisor	Supervisor's phone

Certifications (such as ICC, AACE, ASHI, etc.)

Employee	Certifications

Availability and hours of operation

	Monday	Tuesday	Wednesday	Thursday	Friday
Hours of operation					
Number of hours available for inspections					

LIST THREE REFERENCES (all must be related to residential inspections)

	Reference 1	Reference 2	Reference 3
Business:			
Address:			
Contact Person:			
Phone:			
E Mail:			

1. Contractor Insurance. Contractor shall procure and maintain during the period of this Agreement insurance, as follows:

(a) Workers' Compensation as required by law and employer's liability coverage in an amount not less than \$2,000,000.

(b) Commercial general liability which provides combined single limit coverage, including property damage and bodily injury, including:

Death	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence
	\$2,000,000 general aggregate

(c) Automobile liability, which provides combined single limit coverage, including:

Death	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage	\$2,000,000 each accident

(d) Professional liability \$2,000,000 each occurrence
\$2,000,000 general aggregate

EXHIBIT A

AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of December, 2019, by, and between the City of Crestwood, Missouri ("City"), One Detjen Drive, Crestwood, Missouri, and _____ ("Contractor"), with offices at _____

WITNESSETH THAT:

WHEREAS, the City issued a Request for Bids dated November 8, 2019, for bids for Inspection Services – Residential Rental Re-occupancy Inspection Program ("RFB"); and

WHEREAS, Contactor submitted a bid in response to the City's RFB on November 26, 2019 ("Bid"); and

WHEREAS, the City has selected the Contractor for the Inspection Services – Residential Rental Re-occupancy Inspection Program in accordance with the terms of the RFB and the Bid.

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements herein contained, the parties do hereby agree as follows:

1. Contractor Selection. City does hereby employ Contractor for the purpose of performing the services and work and providing the equipment set out herein and per the scope as set forth in the RFB and in the Bid, and Contractor agrees to perform such services and work and to provide such material (hereafter the "Work").

2. Work and Project. The Work to be performed includes the furnishing of all necessary professional, technical and other services and equipment for the project as described in Exhibit 1 attached hereto ("Project"). Contractor shall perform all of the Work

described in this Agreement and in the RFB and in the Bid attached hereto and made a part hereof in Exhibit 1, in accordance with the terms and conditions hereof (the "Contract Documents"). In connection with the Work and the Project, the City requests the Contractor to use American products whenever the quality and price are comparable with other products.

3. Assignment – Subcontracting. No part of the Work to be performed by Contractor hereunder shall be assigned or subcontracted without the prior written consent of City. The consent of City shall in no way relieve Contractor of its responsibility for the quality and performance of the Work. Contractor shall include in any such consented to subcontract all of the terms and conditions of this Agreement and make any subcontractor(s) subject thereto.

4. Compensation and Payment. City shall pay Contractor for the Work and Project, the total not to exceed amount of _____ Dollars (\$____.00). That amount shall be payable to Contractor, in accordance with the provisions of Exhibit 2 attached hereto and incorporated herein by reference. City shall have the right, upon reasonable prior notice, to examine all of the pertinent records of Contractor.

5. Notice. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three (3) business days after having been deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed to the parties as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

City: Director of Public Services
City of Crestwood
One Detjen Drive
Crestwood, MO 63126

Contractor: _____

6. Providing of Information. Upon reasonable request by Contractor, City will provide to Contractor such relevant information of record as is available to City. It is understood that City has no responsibility for the accuracy of any such information provided.

7. Contractor Responsibilities. Contractor shall be responsible for:

(a) Performance of all Work in accordance with the instructions issued by City, and the terms and provisions of this Agreement.

(b) The professional quality, technical accuracy and coordination of all Work and, without additional compensation, the correction of any errors or deficiencies in the Work.

(c) Contractor and any subcontractors shall maintain all records pertaining to costs incurred and make such records available for inspection by City at all reasonable times during the performance of the Work and for a period of three (3) years from the date of final payment hereunder. Copies of any such records shall be furnished to City, if requested by City.

8. Term and Time of Completion. The term of this Agreement shall commence as of the date hereof and continue until the Project is complete and accepted by the City, and final payment is made to the Contractor, unless terminated sooner by the City as provided

herein. Contractor shall commence work on the Project upon issuance by the City of a Notice to Proceed, and shall complete the Work within thirty-one (31) days. All time limits stated in the Contract Documents are of the essence. Should the Contractor, or in case of default, the surety, fail to complete the Work and the Project within the completion date specified, a deduction of the amount stipulated in Article 12 will be made for each day that the Work remains uncompleted.

9. Agreement Changes. The City may make changes to this Agreement, provided that no changes shall be made to the scope of the Work, time of performance, compensation or any provision which may affect the cost of the Work, without a written amendment to this Agreement executed by both parties. Any amendments to this Agreement mutually agreed to shall be in writing and signed by the City and the Contractor.

10. Document Forms. Documents to be prepared by Contractor hereunder are to be on forms provided by the City, to the extent practicable and relevant.

11. Contractor Insurance. Contractor shall procure and maintain during the period of this Agreement insurance, as follows:

(a) Workers' Compensation as required by law and employer's liability coverage in an amount not less than \$2,000,000.

(b) Commercial general liability which provides combined single limit coverage, including property damage and bodily injury, including:

Death	\$2,000,000 each person \$2,000,000 each occurrence
Property Damage	\$2,000,000 each occurrence \$2,000,000 general aggregate

(c) Automobile liability, which provides combined single limit coverage, including:

Death	\$2,000,000 each person \$2,000,000 each occurrence
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Property Damage \$2,000,000 each accident

(d) Professional liability \$2,000,000 each occurrence \$2,000,000 general aggregate

The commercial general liability policy shall be endorsed to cover the liability of Contractor hereunder. City shall be named as an additional insured on the commercial general liability and automobile liability policies and such insurance shall be primary and noncontributory with respect to any insurance maintained by the City. Each such policy shall be written by a company or companies licensed to do business in the state of Missouri and acceptable to the City. Certificates of insurance shall be furnished to City prior to the commencement of the Work. Each such policy shall provide that it shall not be canceled or altered, without 15 days prior written notice to City. **The certificate of insurance must state "the City of Crestwood is an additional insured on a primary and non-contributory basis."**

12. Contractor Bonds. Section not used.

13. Contractor Indemnity. Contractor shall indemnify and hold harmless the City, its board of aldermen, officers, representatives, agents and employees, from and against any and all liabilities, demands, losses, claims or suits, including costs and reasonable attorneys' fees, for and on account of any kind of injury, loss or damage, or any other circumstances, sustained by the City, its board of aldermen, officers, representatives, agents and employees, arising from the breach of this Agreement or resulting from the negligent acts, errors or omissions of Contractor, any subcontractor, and each of their respective agents, employees or contractors arising out of the Work.

14. Performance of the Work. Section not used.

15. Prevailing Wage Requirements. Section not used.

16. OSHA Training Program. Section not used.

17. Delays Beyond Contractor's Control. Section not used.

18. City Representative. The City representative shall be the Director of Public Services, provided that the City Administrator may, at his sole discretion, designate another City representative from time to time. In such event, City shall notify Contractor of such change in writing.

19. Conflict-Discrepancy. In the event of any conflict or discrepancy between the terms of this Agreement and Exhibits 1 and 2 hereof, the terms and provisions of this Agreement shall govern.

20. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed severable. In such event, this Agreement shall be enforced as if such invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision.

21. City Decisions. The City will determine whether the documents to be furnished hereunder are in compliance with the requirements of this Agreement and will decide all questions which may arise concerning the proper performance of this Agreement. The City's decisions in these respects shall be final and conclusive.

22. Contractor Warranties. Contractor warrants and represents that it has the experience, skill, expertise, personnel and equipment necessary in order to perform and to complete the Work and the Project and that it will perform all of such Work in accordance with the terms hereof and in accordance with the highest standards of competency, in a professional and workmanlike manner.

23. Ownership Rights. The City shall own all right, title and interest, including without limitation, all copyrights and intellectual property rights, to all documents and work product of Contractor created in performance of or relating to this Agreement.

24. Immunity Retention. By execution and performance of this Agreement, the City does not intend to, nor shall it be deemed to have waived or relinquished any

immunity or defense on behalf of the City, and the City's board members, officers, directors, servants, employees, agents, successors or assigns.

25. Legal Compliance. Contractor and its employees, agents and representatives shall comply with the City's policies and procedures and all applicable federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, codes and ordinances required of Contractor in performing the services pursuant to this Agreement.

26. Independent Contractor. Contractor shall perform all services as an independent contractor and not as an employee of the City. The City 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 services. Contractor shall obtain as necessary and pay for all permits, fees, licenses and taxes applicable to Contractor and the services for the project.

27. 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.

28. Binding Effect. This Agreement shall become effective immediately upon the execution of same by the duly authorized representatives of the City and Contractor.

29. Termination. City shall have the right to terminate this Agreement at any time and for any reason upon ten (10) days advance written notice. In the event of such termination, Contractor shall be compensated in accordance with the terms of the Agreement for all services performed to the effective date of such termination, plus any

approved costs. All drawings and documents prepared by Contractor shall become the property of City.

30. FWAP Documentation. Contractor has provided to the City, or will provide to the City, no later than the execution of this Agreement, all documentation and required affidavits that Contractor has enrolled in, and participates in, a Federal Work Authorization Program, as required by Section 285.530 Missouri Revised Statutes with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

31. Governing Law-Jurisdiction. This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the County of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement 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 St. Louis, Missouri, or federal court located in the City of St. Louis, Missouri.

32. Contractor Representations. Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, and (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof.

33. Headings. All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CITY OF CRESTWOOD, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

CONTRACTOR:

By: _____

ATTEST:

EXHIBIT 1

SCOPE OF SERVICES

1. The City's Request for Bids for the Inspection Services – Residential Rental Re-occupancy Inspection Program; and also,
2. The Contractor's Bid.

EXHIBIT 2
PAYMENT

Upon completion of the Work and the Project, Contractor shall submit to the City an application or request for payment along with adequate supporting documentation, for all labor performed, all of which shall be acceptable to the City.

Upon receipt and approval of the application or request for payment, the related supporting documentation, the City shall make payment in full to the Contractor within thirty (30) days.