



NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NO. 093-2012

MAINTENANCE AND LIMITED USE OF THE COMMONS AT JORDAN VALLEY

RFP Due Date: February 24, 2012 by 3:00 P.M.

Location: Division of Purchases, 218 E Central, Springfield, MO 65802

Buyer: Jason Finke, CPPO, Senior Buyer **email:** jfinke@springfieldmo.gov

Phone: 417-864-1624

Fax: 417-864-1927

Proposals will be received by the Division of Purchases at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Contractors are strongly encouraged to carefully read the entire Request for Proposal.

February 9, 2012
Issue Date

**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL**

1. PREPARATION OF PROPOSALS

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. Any manufacturer's name, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The Proposer may offer any brand which meets or exceeds the specification for any item. If proposals are based on equivalent products, indicate on the proposal the manufacturer's name and model number. The Proposer shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal forms.

C. All supplies and equipment offered in a proposal must be new and of current production unless the Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.

D. Firm fixed prices shall be bid and include all packing, handling and shipping charges.

E. Unless otherwise indicated prices quoted shall be firm for acceptance for one hundred twenty (120) days from proposal opening and for the specified contract period.

F. The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Exemption number A356656.

2. SUBMISSION OF PROPOSALS

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer on the Division of Purchases Request For Proposal Affidavit for Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit if required; and (6) be delivered to the Division of Purchases and officially clocked in no later than the exact time and date specified on the Request For Proposal.

B. The sealed envelope or container containing a proposal should be clearly marked on the outside left corner with (1) the official Request For Proposal number and (2) the official closing date and time.

C. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for one hundred twenty (120) days after proposal opening.

4. PROPOSAL OPENING

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

5. AWARDS

A. Unless otherwise stated in the Request For Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the proposal. However, such discounts are encouraged to motivate prompt payment.

B. As the best interest of the City may require, the right is reserved to make awards; to reject any and all proposals or waive any minor irregularity of technicality in proposals received.

C. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request For Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

D. Each proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

6. OPEN COMPETITION

A. It is the intent and purpose of the Division of Purchases that the Request for Proposal permits free and open competition. However, it shall be the Proposer's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a proposal. The notification should be received by the Division of Purchases at least ten days prior to the Request for Proposal closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Division of Purchases and its decision will be final.

**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
STANDARD TERMS AND CONDITIONS OF PURCHASE**

A. This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

B. **QUANTITIES:** The City of Springfield assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Seller's expense.

C. **DELIVERY:** Time is of the essence of this order. If deliveries or completion time are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Seller liable for any re-procurement costs.

D. **SHIPMENT:** Deliveries shall be FOB: Destination unless otherwise specified by the City.

E. **INVOICES:** An original and three copies of the invoice shall be submitted and shall show the purchase order number or contract and contract release number and contain full descriptive information of item or services furnished.

F. **INSPECTION AND ACCEPTANCE:** No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

G. **WARRANTY:** Seller expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

H. **PATENTS:** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U. S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.

I. **BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

J. **COMPLIANCE WITH APPLICABLE LAWS:** The Seller warrants its has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to

all provisions of the Fair Labor Standard Act of 1938, as amended.

K. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Seller without City's written consent or any attempted assignment without such consent shall be void.

L. **TERMINATION OF CONTRACT:** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

M. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

N. **PROVISIONS BY LAW DEEMED INSERTED:** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

O. **PERFORMANCE BONDS:** If required, as a condition for the award of a contract, the amount of a performance bond will be described in the Request for Proposal at the time of issuance. The performance bond must be issued for the amount specified by a surety company, or secured with a certified check, cash, or cashiers check. No personal or company-check is acceptable.

P. **TAX-EXEMPT:** The City of Springfield is exempt from sales tax and Federal Excise Tax Certificate No. A356656.

Q. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

1.0 SCOPE OF WORK

- 1.1 **Purpose:** The City of Springfield is requesting Proposals for the limited use and ongoing maintenance of the City property located northwest of the National Avenue and East Trafficway Intersection, which property is to be known as The Commons at Jordan Valley, which includes the corresponding parking lot at this location (“The Commons”, hereinafter), as illustrated in attached “Exhibit A”. In exchange for the ongoing maintenance of The Commons, as set out herein, the City is offering the limited, non-exclusive, in-kind use of the Developed Area of The Commons to host a maximum of forty (40) pre-approved events or activities during each annual term of this License. The range and quality of services of the successful Proposal are intended to be equal to or greater than existing levels in the Jordan Valley Park. Proposals seeking monetary compensation will be considered non-responsive. Interested parties who have successfully demonstrated their ability to provide similar services at comparable facilities are invited to submit proposals.

Phase 1 of The Commons includes: Gateway feature at the corner of National and Trafficway; Sister Cities Plaza; Methane Mitigation System; turf and modest landscaping; fencing to separate the northern portion of the site from the southern portion; and a parking lot in the southwest corner, with 18 parking spaces. Short term expansion will include streetscapes in the area. Phase 2, which is the northern portion of this City property, will come under construction in the future, with the City hereby reserving all rights to proceed with Phase 2, with the date to proceed and the plans and construction to be completed as the City determines in its sole discretion. City further reserves the right to add or remove additional parking and/or other structures, and to change the planned facilities for this location to accommodate the needs and requirements of the City.

The City of Springfield recognizes the unique location of The Commons and its proximity to the amenities of the Jordan Valley Area, such as Hammons Field, and the opportunity this presents to improve the community and enhance the quality of life for its citizens.

All questions and comments will be reviewed and changes/addendums will be posted on the City website. Hard copies will be mailed upon request.

- 1.2 **Specific Requirements and Deliverables:** Contractor shall provide all labor, materials, equipment, supplies, taxes, insurance, fuels, permits, and any and all other items necessary to complete the work, as specified herein. Please provide a complete explanation of your firm’s ability to maintain The Commons including the following:

1.2.1 The Proposer shall produce a level of maintenance that meets or exceeds existing conditions in the Jordan Valley Area, and that any events scheduled will be executed in a safe, clean, attractive and professional manner that benefit the community while arranging for the satisfactory maintenance of The Commons.

- 1.2.2 Proposer will be required to inspect and monitor Proposer's own work product.
- 1.2.3 Proposer is expected to guarantee that all maintenance standards as will be agreed upon and set forth in the final contract are met. A representative of Proposer shall communicate or be available for communication on a daily basis on weekdays and be able to be reached on weekends.
- 1.2.4 Expectations include full compliance with all applicable state and local laws and licensing requirements. Where specific standards are not set forth in this proposal, the expectation will be compliance with guidelines set forth by the Professional Grounds Maintenance Society (PGMS) in Operational Guidelines for Grounds Maintenance. When agreed upon by City and Proposer, other industry standards or "best practices" for safe, attractive, well maintained grounds and facilities may be used.
- 1.2.5 **Maintenance Schedule:** The maintenance schedule may vary depending upon weather and use of The Commons, but the active growing season and use season shall generally be considered April 1 – November 15. Mowing and similar maintenance operations that impact public use of the facilities are generally required to be performed Monday-Friday between the hours of 7:00 AM and 5:00 PM. Proposer is expected to work around public use and be courteous and respectful to patrons and visitors at all times. The Developed Area of The Commons will be open and available for public use from 7:00 AM – 10:00 PM.

a) Developed Areas. The Developed Area of The Commons will require the most intensive maintenance for mowing specifications: (1) all mowing equipment shall be equipped with sharp blades that do not tear the grass but cleanly cut the grass; (2) all grass shall be mowed to two-thirds of its pre-cut height and to a maximum height of three inches; (3) all structures, trees, poles, tables, signs, fences, and shrub beds are to be trimmed closely. Trimming shall be accomplished concurrently with mowing. There may be some weed-eating required in ditch areas or rocky areas in waterways or drainage areas; (4) the mowed area shall be free of clumped grass and not show tire tracks or ruts from mowing equipment; (5) mowing shall not discharge grass clippings onto paved areas. Any materials which may be blown or discharged on to such areas shall be removed immediately; (6) trash and litter shall be removed from the developed areas as needed and from areas to be mowed before mowing and placed in existing trash containers or taken off site if no trash containers are available; (7) trees and shrubs shall not be damaged by mowing or trimming operations; (8) grass clippings may be mulched and removal from area mowed shall not be required; (9) all sidewalks, poles, signs, guard rails, curbs, and steps shall be mechanically trimmed. Chemical edging by Proposer shall not be permitted.

b) Undeveloped Areas. The Undeveloped Area, which is approximate 2/3 of the property, has been planted with a native grass/wildflower seed mix that requires much less intensive maintenance. It is likely that it will only require one rough cutting per year, at the end of the season, depending on the establishment of the native grasses: (1) rough cut shall be accomplished with rough rotary machine (bush hogged) to a height of approximately 6 inches; (2) trash and litter shall be removed from the undeveloped areas as needed and shall be removed from areas to be mowed before mowing and placed in existing trash containers or taken off site if no trash containers are available; (3) trees and shrubs shall not be damaged by mowing or trimming operations; (4) any fences, walls, or poles within the “rough mow” area shall be neatly trimmed with mechanical trimmers.

1.3 **Schedule:** The following schedule of events is anticipated by the City. The City may, at its’ discretion, revise the schedule of events at any time as may be in the best interests of the City.

Publish the Request for Proposal	February 9, 2012
Final Questions from Offers	February 16, 2012
City’s response to Questions	February 21, 2012
Proposals Due Date	February 24, 2012

1.4 **Execution of Agreement:** It is anticipated the selection of a firm will be completed by March 1, 2012. The successful proposer shall, within thirty (30) calendar days after Notice of Award is issued by the City of Springfield Division of Purchases, enter into a contract with the City for the performance of work awarded to him/her and shall simultaneously provide any indemnities and insurance certificates. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 **Proposal Terms and Conditions:** The following terms and conditions apply to submitting proposals in response to this Request for Proposal:
- 2.2 **Incurred Expenses:** The City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.
- 2.3 **Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews (i.e. travel, accommodations, etc.)
- 2.4 **Request for Additional Information:** The proposer shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.
- 2.5 **Acceptance/Rejection/Modification to Proposals:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals and to waive minor irregularities in the procedures.
- 2.6 **Proposals Binding:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening date.
- 2.7 **Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All proposals received from proposers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

- 2.8 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he/she has fully read and understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Springfield employees or their family members.

- 2.9 **Non-Exclusive Contract:** The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.
- 2.10 **Exceptions:** If the Offeror desires to take any exception to the terms, conditions and requirements of the RFP, the proposer must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.
- 2.11 **Late Proposals:** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Springfield is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.
- 2.12 **Completeness:** All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.
- 2.13 **Term:** The term of this contract shall be for one year beginning on the effective date of the contract. The City may, at its sole option, extend the contract for up to four (4) additional one year terms upon written notice to the Contractor.
- 2.14 **Escalation/De-Escalation:** Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:
- An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.
- All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.
- 2.15 **Time of Completion:** Notwithstanding the term of the Contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in the Contractor's proposal.

3.0 FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS

In order for the Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straightforward and concise information as requested.

3.1 **SUBMITTAL INFORMATION:** All submittals become the property of the City. All submittals become a matter of public record with the exception of those parts of each proposal which are defined by the Proposer as business or trade secrets, and plainly marked as Trade Secret, Confidential, or Proprietary. Proposers are invited to propose creative event and work plans that will meet the objectives and standards of the Request for Proposal in the most cost effective manner. At a minimum, Proposal should address each of the following:

a) Proposer Capability: (1) cover letter, including overview of the organization signed by a representative authorized to make contractual obligations; (2) statement of understanding of project. In one page or less, please state your understanding of this RFP; (3) work experience, including length of service, and other pertinent information; and (4) experience with subcontracting; key subcontractors and their qualifications.

b) Programming Schedule: A schedule of dates and times for events to be held at The Commons. Include a narrative describing the events and their nature.

c) Maintenance Team: A list of key positions and key personnel and their experience and qualifications and, if applicable, list any certifications held by the Proposer and/or Proposer's employees, employee training programs, and proposed staffing plan.

d) Equipment and Support Facilities: (1) list of equipment (including model and year) owned or leased or proposed relevant to this work; and (2) description of existing or proposed support facilities.

e) Work Plan: (1) proposed work plan shall address each of the following: mowing; rough mowing; trimming; edging; litter control; parking lot sweeping and snow removal; (2) quality control processes for self monitoring of contract; recording and reporting processes; (3) communication/feedback processes with the City, include frequency and method of day to day communication with the City; (4) experience and methods for addressing citizen complaints; (5) statement of ability to meet insurance and bonding requirements; (6) discuss the challenges, problems, risks, concerns that you might foresee if awarded this contract. Discuss preventative measures.

3.2 **Forms and Attachments:** The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any addenda to the RFP shall be acknowledged on this form.

- 3.3 **Proposal Due Date:** Sealed proposals with one (1) original, one (1) complete copy, and one (1) complete electronic copy stored on a CD or portable drive (flash type) shall be received at the Division of Purchases no later than **3:00 p.m., Friday, February 24, 2012**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery:

**CITY OF SPRINGFIELD
JASON L FINKE, CPPO
SENIOR BUYER
218 E. CENTRAL
SPRINGFIELD, MO 65802**

Submitted envelopes should be marked:

"REQUEST FOR PROPOSAL: #093-2012"

- 3.4 **Addenda:** If it becomes necessary to revise or amend any part of this Request for Proposal, the City Purchasing Agent will furnish the revision by written Addendum to all prospective proposers who received an original Request for Proposal.

- 3.5 **Proposal Evaluation Process:** The steps and activities in the proposal process will include the following:

- 3.5.1 A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.
- 3.5.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.
- 3.5.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.
- 3.5.4 The City Purchasing Agent will confer with all responsible proposers who have been short-listed and may arrange, if necessary, for interviews/presentations by the short listed firms.
- 3.5.5 The City Purchasing Agent reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for

discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.

3.5.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.

3.6 **Criteria for Award:** The evaluation committee will evaluate the proposals. Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and mandatory terms and conditions set forth in the RFP. The objective of the evaluation will be to select a firm that is most responsive to the described needs of the City. Proposals which are responsive to the Request for Proposal will be evaluated based on, but not limited to the following criteria:

35% Overall responsiveness including the experience and qualifications of the proposal in clearly demonstrating an understanding of the work to be performed.

35% Ability of the proposer to perform the required services.

25% Quality of references and results of reference checks as determined appropriate

5% Overall economics of proposal.

3.7 **Questions Regarding Specifications or Proposal Process:** To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board members, or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).

3.7.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the City Purchasing Agent or his designee in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten (10) days of the date set for receipt of proposals will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addendum to the RFP, which, if issued, will be conveyed in writing to all prospective proposers not later than five (5) days prior to the date set for receipt of proposals.

3.7.2 It will be the responsibility of the proposer to contact the Division of Purchases prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addendum with the proposal.

4.0 LICENSING TERMS AND CONDITIONS

1. **LICENSE:** Until such time as the City's Zoning Ordinances may be amended to cover an event such as that authorized herein, this License is being granted by the City as an exception to Section 5-1200, Temporary Uses, of the City's Zoning Ordinances and the authorized use of the Developed Property shall be considered an Annual Amplified Entertainment Event under Section 2-10, Permits for Outdoor Entertainment, with the City Manager's signature, or his designees' signature, on this document evidence of his approval and authorization for the events described and set out herein. Once the City's Zoning Ordinances are amended to cover an event such as that authorized herein, this License will be considered in compliance with said amendment(s). Licensee shall still be required to obtain the necessary licenses and/or permits for execution of Licensee's event, which is authorized herein. By mutual agreement of the parties herein, City grants to Contractor a license (the "License") to use the Developed Property for up to forty (40) dates (all such dates considered a part of or portion of a multi-date event) per year during the term of this Agreement (the "Licensed Dates"). On or before the Effective Date and each anniversary date thereof, Contractor shall provide City with a list of the Licensed Dates for the forthcoming year of the term hereof and will be attached hereto and incorporated herein as if fully set-out, and with a copy of said list that will be kept current, as set-out herein, kept on file in the Office of the City's Director of Public Works; provided, however, that such Licensed Dates may be modified by Contractor, subject to availability of the Developed Property and approval of City, without additional payment and upon reasonable prior notice to City, along with an updated list of the Licensed Dates for the applicable year ("current" copy). In connection with its use of the Developed Property, Contractor shall comply with the rules and regulations set forth in "**Exhibit B**" attached hereto.
2. **MAINTENANCE RESPONSIBILITIES:** The License granted to Contractor hereunder shall be in exchange for Contractor maintaining the Property in accordance with the maintenance responsibilities set out fully herein, and is hereby given in-kind use of the Developed Property in consideration of such maintenance.
3. **PREMISES:** The Property is licensed in **AS IS** condition, without warranties, express or implied, including any warranties as to the fitness for the purposes of intended use by Contractor, with Contractor hereby acknowledging they will inspect the premises prior to their initial use of said premises and hereby agree that if they find the premises suitable for their intended use they will provide City with a letter confirming same, which will be attached to this executed contract as proof of their opportunity to and affirmative action of inspecting said premises and accepting them in AS IS condition as noted in this License Agreement. Contractor and their officers and employees agree to assume all risks relating to their use of this property in connection with entry on this City Property. Contractor accepts and assumes all risks and liabilities with respect to any dangerous conditions created by Contractor or Contractor's agents on this City Property, or losses from theft, fire or other cause of any loss or destruction of property of Contractor.
 - A. Developed Portion of City Property. The area that can be used for Contractor's pre-approved activities and/or events is limited to the area identified as the

“Developed Area” on “**Exhibit A**”, which is attached hereto and incorporated herein as if fully set out, and which shall be referred to as “the Southern Portion” and/or “Developed Property” of The Commons.

- B. Undeveloped Portion of City Property. Contractor hereby acknowledges that City will be renovating the Undeveloped Portion of this City Property sometime in the future and, whenever this renovation or construction should occur, hereby acknowledges and agrees to work with the City in developing mutually acceptable guidelines and access areas for City to part of the Developed Portion of this City Property, temporarily, as a construction staging area and Contractor will not have access and/or use of this temporary construction area during the Undeveloped Portion construction project.
4. **PRESENCE OF METHANE GAS:** Contractor acknowledges that (a) it is aware of the potential increased risks associated with the presence of methane gas on the Property and the monitoring and precautions in connection therewith and hereby acknowledges its receipt of the Jordan Valley Gateway Plaza Health and Safety Plan and agrees to comply with same, except as allowed by “**Exhibit B**” and/or as allowed by written agreement with the City, (b) it has had an opportunity to inspect the reports of the same and to inspect the Property, and (c) it finds the Property suitable for its intended use. Contractor agrees to notify their employees and agents who are on this City Property pursuant to this Agreement of the potential increased risk and necessity for increased safety precautions as a result of the presence of methane gas on this City Property.
5. **DISCLAIMER:** In the event this City Property is not available due to operational problems for the City, power failure, fire, wind or any act of God, labor difficulties, acts or regulations of public authorities which require the closure of this City Property, civil tumult, strike, epidemic, flood, or any other cause beyond the reasonable control of the City, City shall have neither obligation nor any liability to Contractor to provide Contractor with a venue for its scheduled use of this City Property and may cancel this use of this City Property. Contractor shall receive an offer of makeup dates as available, or have the scheduled service extended, but only if time and City Property allow. City does not assume any liability for property lost or stolen on this City Property.
6. **TERMINATION; REMEDIES:** Either party may terminate this Agreement for any reason upon thirty (30) days prior written notice. In the event that Contractor breaches any obligation hereunder (including, without limitation, its obligations under Section 2 hereof), and Contractor fails to cure such breach within fifteen (15) days following its receipt of written notice thereof from City, City shall have the right to terminate this Agreement effective immediately upon expiration of such cure period and shall be entitled to the cost of repair, or replacement if repair is not feasible, of any property that is damaged as a result of Contractor’s breach.
7. **REVENUES:** Any and all revenue arising from the Contractor’s use of the Licensed Property will be collected and retained by Contractor.

8. **SIGNS AND ADVERTISEMENTS AND LOGOS:** All signs or other advertisements, promotional or marketing materials, and logos intended to be placed at or on the Developed Property during agreed-upon and approved events shall be family oriented and appropriate for a family setting and shall be submitted to the City Manager, or their designee, for timely review and approval prior to print, use or dissemination of such advertisements, and the advertisers mentioned in these advertisements, promotional or marketing materials, or logos must comply with all applicable City, State or Federal Laws or Regulations.
9. **SECURITY AND MAINTENANCE OF ORDER AND SAFETY:** Contractor shall be responsible for the security and maintenance of order and safety of the public during Contractor's use of the Property and shall provide security as needed. After each use by the Contractor, the Contractor shall remove and properly dispose of all trash, debris and other materials connected with its activities at or from the Property.
10. **DAMAGE TO PROPERTY:** At the end of the term hereof, Contractor shall return the Property to City in substantially the same condition and repair in which the Property existed upon the Effective Date (except for ordinary wear and tear and any other damage or condition to the Property not caused by Contractor or its agents or invitees). Contractor shall make any repairs necessary to comply with such obligation.
11. **COMPLIANCE WITH LAWS:** Contractor agrees to comply with all applicable Federal, State and Local laws and regulations with respect to its use of the Property.
12. **AUTHORIZATION:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.
13. **TIME OF COMPLETION:** Notwithstanding the term of the Contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in the Contractor's bid.
14. **OCCUPATIONAL LICENSE:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
15. **CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:
A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

16. **INSURANCE REQUIREMENTS:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as additional insured. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- A. **Workers' Compensation:** Statutory coverage per R.S.Mo. 287.010 et seq
Employer's Liability: \$1,000,000.00
- B. **Commercial General Liability Insurance:** Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Six Hundred Eighteen Thousand Two Hundred Thirty Dollars (\$2,618,230)** for all claims arising out of a single accident or occurrence and **Three Hundred Ninety-Two Thousand Seven Hundred Thirty-Four Dollars (\$392,734)** for any one person in a single accident or occurrence.
- C. **Automobile Liability Insurance:** Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Six Hundred Eighteen Thousand Two Hundred Thirty Dollars (\$2,618,230)** for all claims arising out of a single accident or occurrence and **Three Hundred Ninety-Two Thousand Seven Hundred Thirty-Four Dollars (\$392,734)** for any one person in a single accident or occurrence.
- D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall

require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.

- E. **Notice:** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.
17. **GENERAL INDEPENDENT CONTRACTOR CLAUSE:** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
18. **CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.
19. **NON-DISCRIMINATION:** The Contractor agrees in the performance of this Contract not to discriminate on the Airport or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
20. **LIABILITY AND INDEMNITY:**
- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or

willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

- B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
 - C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
 - D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
 - E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
 - F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of Contractor under this agreement.
21. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no

such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

22. **APPROPRIATION OF FUNDS:** In the event that funds are not appropriated by the Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.
23. **MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal addendum to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
24. **CONTRACT DOCUMENTS:** The agreement between the City of Springfield and the Contractor shall consist of (1) the Request for Proposal, and any addenda thereto and, (2) the proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and addenda thereto shall govern over the Contractor's Proposal and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.
25. **COOPERATION:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out of the scope of services.
26. **COORDINATION:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
27. **PERSONNEL:** The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to provide the goods and/or perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any Contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

28. **CITY'S RIGHT TO PROCEED:** In the event this contract is terminated pursuant to Paragraph 6, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.
29. **DELAY BY THE CITY:** City and Contractor agree that the schedule of services to be provided by Contractor under this agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in the contract documents, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for contract completion but such contract time of completion shall be extended no more than one day for each day of delay caused by the City. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The contract time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than seven (7) days after the beginning of the delay caused by the City.
30. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
31. **WAIVER:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
32. **NOTICES:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City and Contractor at the address shown above. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.
33. **CONFLICTS:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this

provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

34. **EXCHANGE OF DATA:** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
35. **CONFIDENTIALITY OF DOCUMENTS:** Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.
36. **COMPLIANCE WITH LAWS:** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.
37. **ENTIRE AGREEMENT:** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

**Notice and Instructions to Bidders/Vendors
Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009**

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) 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 with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000. In order to comply with sections 285.525 through 285.550, City requires the following bid and contract documents:

- 1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2009.** Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
 - a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.
- 2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample***

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

If you have any questions, please contact the City Division of Purchases at 417- 864-1620.

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security - Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Sample
E-Verify
Memo of Understanding - MOU
Electronic Signature Page

**AFFIDAVIT OF COMPLIANCE
RFP #093-2012**

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

_____ We **TAKE** exception to the RFP Documents/Requirements as follows:

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein when this document is countersigned by the City of Springfield as a binding contract.

Company Name _____ **ADDENDA**

By _____ Bidder acknowledges receipt of the following addenda:
(Authorized Person's Signature)

Addendum No. _____ Date _____

(Print or type name and title of signer) Addendum No. _____ Date _____

Company Address _____ Addendum No. _____ Date _____

_____ Addendum No. _____ Date _____

_____ Addendum No. _____ Date _____

Telephone Number _____ Email _____

FAX: _____ FEID No. _____

Date: _____

THE CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager

APPROVED AS TO FORM: _____, City Attorney

**CITY OF SPRINGFIELD
STATEMENT OF NO PROPOSAL
REQUEST FOR PROPOSAL #093-2012**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **RFP NO. 093-2012** FOR **MAINTENANCE AND LIMITED USE OF THE COMMONS** at **JORDAN VALLEY** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD
ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN REASON BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

_____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME _____

ADDRESS _____

SIGNATURE AND TITLE _____

TELEPHONE NUMBER _____ DATE _____

Exhibit A – Map of The Commons



Exhibit B – Methane Gas Safety
Plan

JORDAN VALLEY GATEWAY PLAZA HEALTH AND SAFETY PLAN

August 21, 2009

EPA Cooperative Agreement No. BF-98786301
Terracon Project No. B5097011



Prepared for:

City of Springfield, Missouri
Department of Planning and Development

Prepared by:

Terracon

TERRACON CONSULTANTS INC.
Lenexa, Kansas

PLAZA RULES AND REGULATIONS

The former Marble Head Quarry is being redeveloped by the City of Springfield as a Gateway Plaza, a key element of the Jordan Valley Comprehensive Plan. The goal of this project is to create a community multipurpose facility for the recreation of the public and for the benefit of the citizens of the City of Springfield and visitors. The City encourages the community to utilize the plaza to the greatest possible extent. The following rules are to be followed so that the citizens can enjoy the plaza in a safe, convenient, and enjoyable manner.

Alcoholic Beverages - A person may not consume, sell, distribute, possess, or use alcoholic beverages in any City plaza without an alcohol permit issued by the City.

Bicycles - A person may not ride a bicycle anywhere except on a paved vehicular road or on a path designed for biking.

Camping or Lodging - A person may not camp without a written permit issued by the City Manager.

Commercial Activities - A person may not sell, or offer for sale, any merchandise, article, or thing in or upon a City plaza or at any City-sponsored special event without having first obtained a permit from the City for a specific area or the special event. A person may not practice, carry on, conduct or solicit for any trade, occupation, business or profession, without first obtaining written permission from the City.

Disorderly Conduct - A person may not indulge in riotous, boisterous, threatening, or indecent conduct, or abusive, threatening, or obscene language.

Domestic Animals - No animal may be brought on a City plaza property unless it is on a leash, and at all times entirely within the control of the person bringing it on plaza property. Persons bringing an animal on a City plaza property are responsible for immediate cleanup and removal of the animal's defecations.

Firearms – It is unlawful for any person to bring any weapon into or upon the City Plaza.

Fires - A person may not make or kindle a fire except in places provided.

Fireworks- Fireworks are not allowed in the plaza without a permit issued by the City. If fireworks are allowed in the plaza during events then the following rules should be observed:

- Do not use fireworks near the gas flare area.
- Young people are not allowed to play with fireworks for any reason.
- Fireworks should only be used in clear areas away from dry leaves or grass and flammable materials.
- A bucket of water should be available for emergencies and for fireworks that do not go off.

- Do not try to relight or handle malfunctioning fireworks. Douse and soak them with water and throw them away.
- Make sure other people are out of range before lighting fireworks.
- Never have any portion of your body directly over a firework while lighting.
- Don't experiment with homemade fireworks.

Games - A person may not play games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, or model airplanes except in areas set apart for such forms of recreation.

Gas Flare- A gas flare is being installed at the plaza for the citizen's safety. Non authorized personnel should not be inside the protective gated area. Prior to the installation of the gas flare, the City will monitor the current gas vents (See attached monitoring plan). During the installation of the gas flare, the responsible parties will be required to have a health and safety plan (See attached installation Health and Safety Plan). Prior to any firework displays in the proximity of the plaza, the gas flare should be inspected to verify that it is functioning properly.

Handbills and Advertising - A person may not distribute any handbills or circulars, or post, place or erect any bills, notices, paper, or advertising device or matter of any kind.

Litter - A person may not throw or leave paper, fruit skins, or other rubbish anywhere except in the receptacles provided for such purpose, or place any refuse therein that has been brought from private property in the vicinity.

Malicious Mischief, Damage, Etc. - A person may not cut, break into, injure, deface, or disturb any tree, shrub, plant, rock, building, wall, fence, bench, sign, or other structure, apparatus, or property; pluck, pull up, cut, take, or remove any shrub, bush, plant, flower, or sign; mark or write upon any building, fence, bench, sign or other structure; climb any tree or walk, stand or sit upon monuments, vases, fountains, railings, fences, or any other property not designated for such purpose; cut or remove any wood, turf, grass, soil, rock, sand or gravel.

Operating Hours - The City plaza shall be closed between sunset and sunrise, except lighted activity areas.

Picnics - A person may not picnic or lunch in a place other than those designated for that purpose.

Repairing or Washing Vehicles - A person may not repair or wash a vehicle.

Structures, Tree houses, etc. - A person may not construct or erect any structure on the plaza property without a special written permit from the City.

Traffic Regulations /Vehicle Designated Areas - A person may not operate any motor vehicle in excess of 15 miles per hour, unless otherwise posted; a person may not operate a motor vehicle on any area except the paved plaza roads or parking areas; a person may not park a vehicle in other than the established or designated parking area.

Wildlife - A person may not catch, injure, destroy or interfere in any way with birds, squirrels, or any wild animals.

Grills/Grilling – All grills must be kept within the designated picnic areas and attended to at all time. Coals must be disposed of in fireproof containers and removed from plaza grounds. The following rules should be observed:

- Grills should not be set up near the gas flare area.
- Check the grill prior to using for cracks or other damage that can cause harm or allow the fire to “not” be contained.
- The grill should only be used in clear areas away from dry leaves or grass and flammable materials.
- Keep children away from fires and grills.
- Water should be available for emergencies.
- Don't wear loose clothing that might catch fire.
- Use long handled barbecue tools and/or flame resistant mitts.
- Never use any flammable liquid other than a barbecue starter fluid to start or freshen a fire.
- Never pour or squirt starter fluid onto an open flame. The flames can easily flashback along the fluid's path to the container in your hands.
- Keep alcoholic beverages away from the grill, they are flammable.
- Make sure the fire is completely out prior to leaving the grill alone.

Horses/Ponies – Are not allowed in neighborhood plazas at designated picnic areas.

Tents or other structures / banners or displays – No tents or pole displays are allowed. Note: Staking of tents damages tree roots. The locations of under ground electrical conduits are not identified and pose a potential safety hazard.

Water Activities - Any and all activities requiring access to running water including but not limited to sprinklers, water slides and dunk tanks are not allowed.

Plaza Monitoring Program

JORDAN VALLEY GATEWAY MONITORING PROGRAM

Monitoring

Previously, six (6) gas observation wells were installed on site to monitor any methane impacts on Tract 1 (See attached Figure). Prior to installation of the gas flare, the gas vents should be monitored. After the installation of the gas flare, the gas vents should be monitored in order to compare the effect the gas flare is having on Tract 1. The gas vents should be inspected approximately thirty (30) days after the installation of the gas flare to monitor the proper operation of the flare and the impact that the flare is having on the respective area.

The gas vents should be monitored using a LANDTEC GEM™ 2000 Plus gas extraction monitor (or general equivalent) equipped with infrared sensors and a controlled-flow pump. Teflon or polyethylene tubing will be used to connect the meter to release valves located on top of the capped well casings. The release valve will then be opened for continuous, controlled-flow monitoring at a rate of approximately 300 to 500 cubic centimeters per minute (cc/min). Time, barometric pressure, and flow rate will be recorded prior to soil gas readings from each well. General weather conditions will also be recorded for each monitoring event.

Soil gas readings will be recorded within one minute of operation and approximately every three minutes thereafter. Readings will continue for each well until three consecutive readings are generally within 10 percent, removal of three well casing volumes of air, or approximately 15 to 20 minutes, whichever occurs first.

Monitoring data will be recorded on pre-printed monitoring forms specific to the project. These forms will document well ID, monitoring dates, and field personnel, in addition to the data requirements discussed above. Completed forms will be maintained in a bound field logbook consistent with Section A9 of the Community-Wide QAPP. Soil gas data may also be documented using the electronic storage capacity of the soil gas monitor.

Monitoring Parameters

The gas vents should be monitored for at least oxygen, explosivity, and methane levels.

Project Quality Control

Field methods will be performed consistent with MDNR solid waste regulations, field equipment specifications and operator manuals, and the quality assurance procedures outlined in the approved QAPP. Specific quality control measures will include daily field equipment calibration, field documentation, and consistent procedures that comply with both the Community-Wide QAPP and this Addendum.

Summary

If the gas levels of the gas vents are not reduced after installation of the gas flare, the gas vents should be monitored quarterly. If there continues to be gas level issues at the gas vents, additional remedies may be required.



- LEGEND**
- ◆ EXISTING SOIL GAS OBSERVATION WELL
 - ⊕ GROUNDWATER PIEZOMETER (APPROXIMATE)
 - - - PROPERTY BOUNDARY

DIAGRAM IS INTENDED FOR GENERAL USE ONLY AND IS NOT FOR CONSTRUCTION PURPOSES. LOCATIONS ARE APPROXIMATE.

FIGURE 1 - AERIAL SITE DIAGRAM
FORMER ASH GROVE QUARRY
 EAST TRAFFICWAY AVENUE NATIONAL AVENUE
 SPRINGFIELD, MISSOURI

Project Mgr:	BMC	Scale	1" = 150'
Designed By:	BMC	Date	3/13/03
Checked By:	BMC	Project No.	02-087024
Reviewed By:	BMC	File Name:	FIGURE 1.DWG
Drawn By:	RA5	Figure No.	1

Terracon
 13910 W. 88th Terrace
 Lenexa, Kansas 66215
 Phone: (913) 492-7777
 Fax: (913) 492-7443