



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #125-2009**

R TO: Michael Bell, Buyer
E City of Springfield
T Purchasing Division
U 218 E. Central
R Springfield, MO 65802
N Ph. 417 864-1594

email: mbell@springfieldmo.gov

Date Issued: April 16, 2009

Due Date & Time: April 30, 2009 by: 3:00 PM

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts. Unless otherwise directed herein, your bid shall be submitted, before the time specified for bid opening and in a sealed container with the Invitation for Bid number specified in the lower left-hand corner, to the City Purchasing Agent, 218 East Central, Springfield, Missouri 65802.

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE PURCHASING DIVISION FOR THE BID OPENING AT **3:00 PM ON THURSDAY, APRIL 30, 2009**, AT 218 EAST CENTRAL, SPRINGFIELD, MO. 65802.

DESCRIPTION

71-PASSENGER BUS RENTAL (WITHOUT DRIVERS)

See attached special instructions, general terms and conditions, specifications, and bid forms.

DELIVERY: FOB DESTINATION

The articles to be furnished hereunder shall be delivered and all transportation charges paid by the supplier to destination.

- Bids shall be submitted on the forms provided and must be manually signed by individual authorized to legally bind the company.
 - Bids received after the opening date and time will be rejected.
 - The attached Invitation for Bid shall become part of any purchase order resulting from this bid.
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City of Springfield Instructions to Bidders

01. Opening Location

The Bids will be opened at the City of Springfield, Purchasing Division, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due time and date indicated in the IFB. All bidders or their representative are invited to inquire on the award status information.

02. IFB Delivery Requirements

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the City of Springfield, Purchasing Division for receipt on or before the due time and date indicated. If a bid is sent by U. S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Division office. Bids delayed by mail shall not be considered, shall not be opened at the opening, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may not be faxed to the Purchasing Division.

03. Clarification and Amendments

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the City of Springfield, Purchasing Division in writing or through email. The City of Springfield, Purchasing Division shall not be responsible for oral interpretations given by any City of Springfield employee, representative or others. The issuance of a written amendment is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their bid, to contact the City of Springfield, Purchasing Division at Ph. 417 864-1620, or to check the Purchasing web site to determine if amendments were issued and to make such amendment a part of their bid at: http://www.springfieldmo.gov/egov/finance/bid_center.html.

04. Sealed and Marked

If sent by mail, one original signed bid shall be submitted in a sealed package, clearly marked on the outside of package with the Invitation for Bid Number and addressed to:

City of Springfield
Purchasing Division
218 E. Central
Springfield, MO 65802

05. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, partnership, or individual). Quotations shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the bidder to the submitted quotation. Bidder shall sign the Invitation for Bid, hereinafter referred to as IFB.

06. Corrections

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid.

07. IFB Expenses

All expenses for making Bids to the City of Springfield are to be borne by the bidder.

08. Irrevocable Offer

Any bid may be withdrawn up until the date and time set above for opening of the IFB. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City of Springfield the goods or services set forth in the attached specification until one or more of the Bids have been duly accepted by the City.

09. Reserved Rights

The lowest responsible bidder shall mean that the bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to the quality of goods and/or services set forth in the attached specifications or otherwise required by the City and who is known to be fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance.

09. Reserved Rights – Continued Also, the City of Springfield reserves the right to make such investigation as it deems necessary to make this determination. Such information may include but shall not be limited to: current financial statement; verification of availability of equipment and personnel; and past performance records.

10. The Right to Audit

The bidder agrees to furnish such supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

11. Applicable Laws

All applicable laws and regulations of the State of Missouri and the City of Springfield including the City of Springfield Procurement Regulations and Procedures will apply to any resulting agreement, contract, or Purchase Order. Any involvement with any City of Springfield Procurement shall be in accordance with the Purchasing Manual.

12. Code of Ethics

With respect to this IFB, if any bidder violates or is a party to a violation of the Code of Ethics of the City of Springfield Procurement Regulations and/or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future Bids for goods or services for the City of Springfield. A copy of the City of Springfield Ethics Code is available at the Purchasing Division.

13. Collusion

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared his bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to his own organization, that in connection with this IFB:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data bid for this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into and;
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

14. Contract Forms

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be on forms either supplied by or approved by the City of Springfield.

15. Indemnity

After notification of award, the successful bidder shall indemnify and save harmless the City of Springfield from and against all claims, suits, actions, damages, or causes of action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of or as a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgments, or decrees, which may be entered thereto, and from and against

all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the City of Springfield as set forth in Missouri Statutes.

The successful bidder(s) covenants and agrees to indemnify and save harmless the City of Springfield and to defend from all cost, expenses, damages, attorney's fees, injury or loss to which the City of Springfield may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

16. IFB Forms, Variances, Alternates

Bids must be submitted on attached City of Springfield IFB forms, although additional information may be attached. Bidders must indicate any variances from the City of Springfield requested specifications, terms and conditions, on the IFB Affidavit of Compliance form, otherwise bidders must fully comply with the City of Springfield requested specifications, terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

17. Form of Bid

All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he proposes to complete each item of the project. The bidder shall submit executed bid form with other exhibits.

18. Completeness of Bid

- a. Bidders shall bid on all items in one bid form. Failure to do so may result in the bid being rejected as not responsive.
- b. When Bids on certain items are optional, bidders shall insert the words "no bid" in the space provided for an item for which no bid is made.
- c. Incorporation in the bid of substantial exceptions to the General Conditions or Special Conditions shall invalidate the bid, if the exceptions amount to a substantial modification of the Contract Documents. Exceptions to Technical Specifications shall be clearly noted in the "Affidavit of Compliance",

19. Bids

No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer.

20. Modification or Withdrawal of Bid

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Modifications shall be in the same form and manner as the original bid. Modifications submitted by telephone, telegraph, or facsimile will not be considered.

Any bidder may withdraw his bid by giving written notice to the City Purchasing Agent at the place such Bids are to be received and at any time prior to the time announced for opening of Bids.

21. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

22. No Bid

If not submitting a bid, respond by returning the "Statement of No Bid" no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list.

23. Prices Bid

Give both unit price and extended total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern. All prices F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

24. Discounts

Any and all discounts must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

25. Descriptive Information

Unless otherwise specifically provided in the specifications, all equipment, materials, and articles incorporated in the product/work covered by the Agreement are to be new and of the suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, or article or patented process, by trade name, make, or catalog number shall not be construed as limited competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish to the City of Springfield the name of the manufacturer, the model number, and other identifying data and information necessary to aid the City of Springfield in evaluating the substitution, and such substitution shall be subject to the City of Springfield approval. Substitutions shall be approved only if determined by the City of Springfield to be equivalent to the specifications. A bid containing a substitution is subject to disqualification if the substitution is not approved by the City of Springfield.

Specified items bid shall be identified by brand name, number, manufacturer, and model.

26. Interpretations

Should any bidder have any questions as to the intent of meaning of any part of this bid he should contact the City Purchasing Agent in time to receive a written reply before submitting his bid.

27. "Or Equal" Interpretation

When a particular manufacturer's name or brand is specified along with the words "or equal", Bids will be considered on other brands or on the product of other manufacturers. On all such Bids the bidder shall indicate clearly the product (brand and model number) on which he is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph labeled "**Samples**". Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

28. Deviations to Specifications

All deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City of Springfield to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

29. Samples (if required by Bid Form)

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City of Springfield until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City of Springfield will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City of Springfield reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All sample packages shall be marked "Sample for Purchasing Division" and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

30. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the supplier represents to the City of Springfield, the supplier shall pick up the product from the City of Springfield at no expense to the City of Springfield. Also, the supplier shall refund to the City of Springfield any money which has been paid for same. The supplier will be responsible for attorney fees in the event the supplier defaults and court action is required.

31. Quality Terms

The City of Springfield reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.

32. Use of Trade Names

Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified. In these instances, Bids must be accompanied with all descriptive information necessary for a thorough evaluation of the proposed material of equipment such as detailed drawings and specifications, certified operation and test data, and experience records, as well as an itemized list of any variance from, or exceptions taken to the specifications. Failure of any bidder to furnish the data will be cause for rejection of the specified item(s) to which it pertains.

33. **Tax-Exempt:** The City of Springfield is exempt from sales tax, Federal Excise Tax Certificate No. 44-6000268 and State of Missouri Tax ID No. 12493651.

34. Awards

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. 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 by item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity of technicality in Bids received.
- c. Awards will be made to the Bidder whose bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best bid, considering price, delivery, responsibility of the Bidder and all other relevant factors.

35. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by the City of Springfield that the bidder(s) is legally authorized to so submit and the successful bidder(s) will be legally bound to perform according to the documents.

36. Regulations

It shall be the responsibility of each supplier to assure compliance with an OSHA, EPA and/or Federal, State of Missouri and City of Springfield rules, regulations or other requirements, as each may apply.

37. Cancellation

It is the intention of the City of Springfield to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy the requirements of the City of Springfield shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause when in the best interest of City of Springfield.

38. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he is furnishing. He shall defend all suits or claims for infringement of any patent right and shall hold the City of Springfield harmless from loss on account thereof and cost and attorney's fees incurred therefor.

39. Equal Employment Opportunity Clause

The City of Springfield Missouri, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

40. Bid Tabulation

Bidders desiring a copy of the bid tabulation of the Invitation for Bid may request same by enclosing a self-addressed, stamped envelope with their bid.

41. Budgetary Constraints

The City of Springfield reserves the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

42. Additional Purchases By Other Public Agencies

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

NOTE: Any and all special conditions and specifications attached hereto, which vary from the general conditions, shall take precedence.

CITY OF SPRINGFIELD
Invitation for Bid #125 - 2009
Contract Terms and Conditions

1. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to 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.
2. **Termination:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property.** The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.
3. **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.
4. Any reports, data, 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.
5. **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 amendment 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.

6. **Contract Documents:** The agreement between the City of Springfield and the Contractor shall consist of (1) The Purchase Order which embodies the requirements contained herein, (2) the Invitation for Bid, and any addenda thereto and, (3) the bid proposal, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid 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 Invitation for Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.
7. **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.
8. The Contractor agrees and understands that the City of Springfield's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Springfield agrees that an approval of a substitution will not be unreasonably withheld.
9. **General Independent Contractor Clause:** This agreement does not create an employee's/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 Contributions 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.
10. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.
11. **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. 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 351.570 RSMo.
 - B. 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.

12. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
13. 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.
14. **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 relation between any subcontractor and the City or between any subcontractors.
15. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Springfield within ten (10) days of the date of receipt of the 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 insurance. Such notices shall be mailed, return receipt requested to:

Mr. Jim Tillman
Purchasing Agent
City of Springfield
218 E. Central
Springfield, MO 65802

16. **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.
- 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.
17. **Conflict of Interest:** 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 RSMo. Chapter 105 shall not be violated.
18. **Entire Agreement:** This agreement, including the terms and conditions contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto.
19. **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.
20. **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 adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

**CITY OF SPRINGFIELD
INVITATION FOR BID#125-2009
GENERAL CONDITIONS**

1. **Purpose:** Provide the Springfield/Greene County Park Board with rental buses for the Park Department's various summer programs for area youth. The City shall provide drivers for a fleet of approximately 12 (each) 71 passenger buses to transport participants roundtrip to various scheduled locations.
2. **Term:** One year beginning on date of award. The City may, at its option, extend the contract for up to two additional one-year terms.
3. **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.
4. **Quantity:** Quantities listed are estimates for bid purposes only; actual quantities may be more or less. Number of buses and days required each year may vary.
5. **Specifications:** If bidding an equal, Bidders must include with their bid specification sheets or information sufficient for thorough evaluation. Failure may be cause for rejection as non-compliant.
6. **Award:** The City will evaluate the bids received considering such factors as listed below as well as other factors which are considered pertinent. The City may request additional information for evaluation purposes.
 - 6.1 Price
 - 6.2 Compliance with bid conditions and specifications
 - 6.3 Equipment offered
 - 6.4 Past Performance

7. 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.

CITY OF SPRINGFIELD
Invitation for Bid #125-2009
Scope of Work/Specifications

1. **General:** The Springfield/Greene County Park Board (Park Department) provides various summer program's for area youth. As part of this activity, the City rents and provides drivers for a fleet of 12 (each) 71-passenger buses to transport participant's roundtrip to various scheduled events.
 - 1.1 Contractor shall be responsible for delivery and pick-up of Buses, to/from 1923 N. Weller, Springfield, MO 65803, at no additional charge to the City. Buses shall be clean and gas shall be "topped off" upon Delivery; and likewise, the City will have the Buses clean and gas topped off before pick-up.
 - 1.2 The Park Board will provide pre-qualified and properly licensed drivers for this project.
 - 1.3 Scheduling provides for bus usage on weekdays, Monday through Friday, with **no weekend usage**.
 - 1.4 The Park Board requires delivery of the respective buses not less than 2 days prior to scheduled use. For planning purposes, see **tentative** 2009 schedule below. Upon each annual contract extension, Contractor will be provided the 2010 and 2011 **tentative** schedules.
 - 1.5 The Park Board may require additional buses at anytime during the term to support operational requirements. Bidder shall guarantee firm fixed rates on all bus rentals during the term, whether scheduled or unscheduled.
 - 1.6 In the event a scheduled day/date or program term is deleted for various reasons, the City may cancel or reduce the term of applicable buses at no additional cost, subject only to the charges for the period the bus(es) were actually used. The Park Board will notify the Contractor within the same day that a scheduled bus was not used to ensure record keeping remains current with day to day operations.
 - 1.7 If a scheduled bus program is terminated prior to the end of term, the Park Board will contact Contractor within 24 hours to arrange the return of bus(es) dedicated to that program.
2. **Payment:** Payment shall be net within 30 days (or less depending on Contractor's offer of discounted payment terms) upon presentation of correct and properly itemized invoice.
3. **Specifications (Equipment):**
 - 3.1 Type "C" Buses shall be model year 2005, or newer each having 71-passenger seating capacity.
 - 3.2 Buses shall use diesel fuel and have automatic transmissions.
 - 3.3 All Bus maintenance shall be provided by Contractor at no additional cost to the City.
 - 3.4 If, for any reason, a Bus becomes inoperable or unfit for use intended, Contractor shall provide a replacement Bus at no additional cost to the City.
 - 3.5 Each Bus shall be fully and properly licensed to carry passengers on public roadways in the State of Missouri and comply with all Federal, State and Local vehicular rules and regulations, including Insurance requirements for vehicles used as a common carrier for hire.
 - 3.6 All Busses shall be mechanically safe and sound; subject to inspection by the Park Board prior to acceptance. Contractor shall be responsible for all insurance covering physical damage to vehicles and passenger injury due to mechanical failure. Contractor shall have insurance carrier provide a certificate of insurance to the City.

- 3.5 Contractor shall submit and maintain a current itemized list of dedicated vehicles providing full Disclosure information of each Bus by Make, Model, Model Year, VIN, State License Plate Number, and mileage at beginning of term, and prior to delivery.
- 3.6 In compliance with ADA guidelines, at no additional cost to the City, one or more buses may be requested to be configured with appropriate equipment and on-board placement to handle wheelchair bound passengers.

4. **2009 Tentative Schedule:**

	<u>Program</u>	<u>Date</u>	<u># Days</u>	<u># Buses</u>
4.1	Wrap-Around Program	June 8 - July 24	35	1
4.2	Summer Quest Camp	June 4 – July 31	42	1
4.3	Field Camp	June 4 – July 31	42	1
4.4	Sequoiota Camp & Oak Grove Camp	June 4 – August 14	52	1
4.5	Wanda Gray Camp & Oak Grove Camp	June 4 – August 14	52	2
4.6	Truman Camp	June 4 – July 31	42	1
4.7	McBride	June 4 – July 31	42	2
4.8	Ritter Springs Camp	June 1 – August 14	55	3

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #125-2009**

Michael Bell, Buyer
 City of Springfield
 Purchasing Division
 218 E. Central
 Springfield, MO 65802

SUBMITTED BY _____
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices, products/services information submitted.

ITEM	QTY	DESCRIPTION	DAILY RATE PER BUS	EXTENDED AMOUNT
1.	566 days	71-PASSENGER BUS RENTALS (WITHOUT DRIVERS) in accordance with attached scope and specifications.	\$ _____ Per Bus	\$ _____

PLACE OF DELIVERY: FOB DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____% _____Days, Net _____Days

CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #125-2009

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB NO. 125-2009** FOR **71-PASSENGER BUS RENTALS (WITHOUT DRIVERS)** 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 INVITATION FOR BID.

_____ 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 _____