



**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
INVITATION FOR BID #127-2011**

**THIS IS NOT AN ORDER**

**RETURN**

**TO:** Scott Menzer, Buyer  
City of Springfield  
Division of Purchases  
218 E. Central  
Springfield, MO 65802

Date Issued: June 9, 2011  
Buyer's Email: smenzer@springfieldmo.gov  
Telephone Number: 417-864-2079  
Fax Number: 417-864-1927  
**DUE DATE: June 22, 2011**

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SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON WEDNESDAY, JUNE 22, 2011**. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

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.

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**DESCRIPTION**

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**PORTLAND CEMENT CONCRETE**

*See attached General Conditions, Specifications, and Bid Form for detailed information.*

DELIVERY: F.O.B. DESTINATION

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

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It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Division of Purchases not later than three (3) days prior to the bid opening date.

**CITY OF SPRINGFIELD  
INSTRUCTION TO BIDDERS**

**01. Opening Location**

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

**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 Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

**03. Sealed and Marked**

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

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

**04. Legal Name and Signature**

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

**05. 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.

**06. Clarification and Addenda**

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 or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the 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 Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at:

[www.springfieldmo.gov/egov/finance/bid\\_center.html](http://www.springfieldmo.gov/egov/finance/bid_center.html)

**07. IFB Expenses**

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

**08. Irrevocable Offer**

Any Bid may be withdrawn up until the due date and time set 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 the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

**09. Responsive and Responsible Bidder**

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

**10. Reserved Rights**

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

**11. The Right to Audit**

The bidder agrees to furnish 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.

## **12. Applicable Law**

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

## **13. Right to Protest**

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

## **14. Ethical Standards**

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code 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. A copy of the City's General Ethical Standards is available at the Division of Purchases.

## **15. Collusion**

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the 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 their 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 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 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.
- 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 exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

## **16. 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.

## **17. 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.

## **18. IFB Forms, Variances, Alternates**

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

## **19. Bid Form**

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

**20. Modifications or Withdrawal of Bid**

A modification for 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 on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

**21. No Bid**

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

**22. 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.

**23. Prices Bid**

Give both unit price and extended total. Price 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 of the Bid will govern. All prices shall be 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, 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. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

**24. Discounts**

Any and all discounts except cash discounts for prompt payments 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**

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. 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 when an "or equal" is stated.

**26. Deviations to Specifications and Requirements**

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

**27. Samples (if required)**

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City 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 will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City 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 samples packages shall be marked "Sample for Division of Purchases" 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.

**28. Quality Guaranty**

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

**29. Quality Terms**

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

**30. Tax-Exempt**

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

### **31. 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 or 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.*

### **32. 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 that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.*

### **33. Regulations**

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

### **34. Termination of Award**

*Any failure of the bidder to satisfy the requirements of the City 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 the City.*

### **35. Royalties and Patents**

*The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.*

### **36. Equal Employment Opportunity Clause**

*The City of Springfield, 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 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 award.*

### **37. Bid Tabulation**

*Bidders may request a copy of the bid tabulation of the Invitation for Bid.*

### **38. Budgetary Constraints**

*The City 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.*

### **39. Additional Purchases by Other Public Agencies**

*The bidder 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.*

### **40. Order of Precedence**

*Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.*

### **41. Affidavit for Service Contracts**

*The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.*

### **42. Inspection and Acceptance**

*No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.*

**CITY OF SPRINGFIELD  
INVITATION FOR BID #127-2011  
GENERAL TERMS AND CONDITIONS**

**1. Contract Term**

The term of this contract shall be for a period of one (1) year beginning on or about July 1, 2011. The City may, at its option, extend the contract for up to two (2) additional one-year terms.

**2. Escalation/De-Escalation**

Bid prices shall remain firm for a period of one (1) year beginning on 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 30 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.

**3. Estimated Quantities**

The quantities indicated in this bid document are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The City of Springfield makes no guarantees about single order quantities or total aggregate order quantities.

**4. Multiple Awards**

The City reserves the right to award to a Primary and a Secondary Contractor.

**5. Delivery**

The City requests delivery within 1-1/2 hour(s) from date and time of notice of request for delivery by authorized City personnel during routine business hours of 8:00 am and 4:30 pm, Monday through Friday.

**Concrete shall be delivered FOB Destination to any/all required City property or project locations within the City, including the Landfill and SW Wastewater Treatment Plant.**

**6. Purchasing Card Program**

The City has implemented a purchasing card program using the Visa network. Bidders may receive payment from the purchasing card in the same manner as other Visa purchases. Bidders should have the ability to accept Visa.

## 7. Load Tickets

Contractor shall provide a print out of the actual weight of materials comprising a load upon request.

## 8. 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. Information for obtaining an Occupational License can be obtained by contacting the Licensing Division at [licensing@springfieldmo.gov](mailto:licensing@springfieldmo.gov) or 417-864-1617.

## 9. 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 Five Hundred Forty-Five Thousand and Sixty-Two Dollars (\$2,545,062.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Eighty-One Thousand Seven Hundred and Fifty-Nine Dollars (\$381,759.00)** 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 Five Hundred Forty-Five Thousand and Sixty-Two Dollars (\$2,545,062.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Eighty-One Thousand Seven Hundred and Fifty-Nine Dollars (\$381,759.00)** 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.

#### **10. Additions, Deletions or Changes**

No one can authorize any additions, deletions, or changes to the work, before or during the term of the contract, unless an approved change orders has been issued by the Division of Purchases. The City will not be responsible for any additional charges unless an authorized change order has been issued.

#### **11. Unsatisfactory Performance**

Should the Primary Contractor regularly perform in an unsatisfactory manner as determined by the City, the Secondary Contractor shall become the Primary Contractor following written notice to both contractors. Performance evaluation shall be based in part on timely deliveries, as well as Contractors history of refusing to provide deliveries to designated locations.

#### **12. Termination of Contract**

A. For Breach: If, through any cause, the Contractor shall fail to fulfill in a 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.

B. For Convenience: The City shall have the right at any time upon 30 days written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

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 prior to termination of the contract. 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.

#### **13. Conflicts**

A. 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.

B. 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.

#### **14. Assignment**

The Contractor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications 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.

#### **15. Payment Terms**

The Bidder shall clearly state their prompt payment discount and net payment terms in the space provided on the City's Bid Form or Proposal page. If this section is not completed, the City will assume terms are net 30 days.

#### **16. Payments**

Payment will be net, made monthly in arrears, from itemized invoices, as accepted and approved by the appropriate City Department or Board. Invoices must show the applicable City's purchase order number authorizing the specific delivery.

#### **17. Exceptions to Specification**

Bidders taking exception to any part or section of the specifications shall indicate such exceptions on the Affidavit of Compliance Form. Failure to indicate any exceptions, shall be interpreted as the bidder's intent to fully comply with the specifications as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in the specifications, may be subject to rejection in whole or in part as nonresponsive.

#### **18. Permits**

All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the contractor. The Contractor shall give all notices and comply with all laws, ordinances and regulations bearing on the conduct of the work (as specified).

#### **19. 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 #127-2011  
SPECIFICATIONS**

**A. Description**

The concrete described herein shall consist of a mixture of *Portland* cement, fine aggregate, coarse aggregate, an air-entraining agent, and water combined in the proportions specified for the various classes of concrete used in construction work; and, as set forth in these specifications.

**B. Materials**

**1. Cement:** Cement shall be a standard brand *Portland* cement which shall conform to ASTM Designation C-150. Type 1 cement shall be used unless otherwise stated in the special provisions.

A. Different brands of different types of cement from the same mill or the same brand or type from different mills shall not be mixed or used alternately in the same item of construction unless authorized by the City.

B. The Contractor shall not store cement at the site of work without prior approval from the City.

C. The right is reserved by the City to sample the cement either at the origin of the shipment or after delivery to the site of work or the ready-mix concrete plant. Provisional acceptance by the City prior to the completion of tests shall in no way act as a waiver of the right to reject cement which has been shipped and not used, if upon completion of the tests, it fails to meet the requirements of the specifications.

**2. Water:** Water used with cement in concrete or mortar shall be clean, clear, free from sugar, and shall be free from injurious quantities of oil, acid, alkali, salt, organic matter, vegetable matter, or other deleterious substances.

**3. Fine Aggregate:** Fine aggregate shall consist of natural sand, manufactured sand, or a combination thereof. The gradation requirements of fine aggregate shall be as follows:

Passing 3/8 inch Sieve	100 (%) percent
Passing No. 4 Sieve	95 - 100 (%) percent
Passing No. 16 Sieve	40 - 80 (%) percent
Passing No. 50 Sieve	5 - 30 (%) percent
Passing No. 100 Sieve	0 - 10 (%) percent

Fine aggregate shall conform to the requirements of ASTM Designation C-33 with respect to deleterious substances, soundness, and abrasion.

**4. Coarse Aggregate:** Coarse aggregate shall consist of crushed stone or crushed gravel of uniform quality. The gradation requirements of the coarse aggregate for Class "A" concrete shall be as follows:

Passing 1 inch Sieve	100 (%) percent
Passing 3/4 inch Sieve	90 - 100 (%) percent
Passing 1/2 inch Sieve	40 - 60 (%) percent
Passing 3/8 inch Sieve	10 - 30 (%) percent
Passing No. 4 Sieve	0 - 5 (%) percent

Coarse aggregates shall conform to the requirements of ASTM Designation C-33 with respect to deleterious substances, soundness, and abrasion.

**5. Air-Entrainment:** The air-entrainment shall be obtained by the use of an approved air-entraining ad-mixture conforming to ASTM Designation C-260, which shall be added during the process of mixing the concrete. Air-entraining Portland cement shall not be used. The ad-mixture shall be dispensed by means of a mechanically activated dispenser approved by the City, except that in cases of ready-mix concrete the flow may be started manually and the flow shall shut off automatically when the required amount is delivered. The air-entraining ad-mixture shall be introduced into the stream of mixing water and the required amount shall be fully discharged before all the mixing water has entered the drum. The tank feeding the dispenser shall at all times contain an amount of air-entraining ad-mixture sufficient for the next batch and shall be provided with a device approved by the City for indicating visually when the supply runs low.

**6. Fly Ash:** Fly Ash shall conform to ASTM Designation C618.

### C. Proportions of Materials

**1. Cement Content:** Class "A" concrete shall contain not less than 470 pounds of cement per cubic yard.

**2. Water Content:** The mixing of water, including free surface moisture on the aggregate, shall not exceed six (6) gallons per sack of cement. The slump, when tested in accordance with ASTM Designation C-143 shall be from one (1) inch to three (3) inches.

**3. Air Content:** Portland cement concrete shall have air-entraining of not less than three (3%) percent, nor no more than six (6%) percent of the volume of the concrete when tested in accordance with ASTM Designation C-173.

**4. Fly Ash Content:** Portland cement concrete shall contain 100 pounds of fly ash per cubic yard.

**5. Mix Proportions:** In addition to the above requirements, the concrete materials shall be proportioned so as to provide a uniform workable mix:

**CLASS A**

Materials per cubic yard

Cement, 5 sacks	470 pounds	2.39 C.F.
Fine Aggregate S.S.D.	1257 pounds	7.66 C. F.
Coarse Aggregate S.S.D.	1800 pounds	10.97 C. F.
Fly Ash, 1.33 sacks	100 pounds	0.62 C. F.
Water	30 gallons	4.01 C. F.
Entrained Air	5 (%) percent	1.35 C. F.
Slump	3 inches	
	<b>Total:</b>	<b>27.00 C. F.</b>

**ALL MATERIALS MUST MEET ASTM SPECIFICATIONS FOR READY-MIX CONCRETE.**

Cement, Specific Gravity. . . . .	3.15
Fine Aggregate, Specific Gravity. . . . .	2.63
Coarse Aggregate . . . . .	2.63
Fly Ash . . . . .	2.60

## **Notice and Instructions to Bidders/Vendors**

### **Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 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.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMO 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

In order to comply with sections 285.525 through 285.550 and 292.675 RSMO, 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. Affidavit for any Public Works Project Contract – Effective 8-28-2009,** Company shall comply with the provisions of Section 292.675 R.S.Mo. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

**3.** 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](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm) or by calling **888-464-4218**.

If you have any questions, please contact the City Purchasing Department at 417- 864-1620.

**Affidavit of Compliance with Section 285.500, RSMo., et seq.  
For All Agreements Providing Services In Excess Of \$5,000.00.**

**Effective January 1, 2009**

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_,

State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (*Name*)

who is \_\_\_\_\_ (*Title*) of \_\_\_\_\_

(*Name of company*), a (*circle one*) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said 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
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

\_\_\_\_\_

Signature

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

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

**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

\_\_\_\_\_

**CITY OF SPRINGFIELD  
 BID FORM – PROPOSAL  
 IFB #127-2011**

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	UNIT PRICE	EXTENDED AMOUNT
1.	2000 CY	<b>Class "A" Standard Mix, using Flyash (River Sand) [ARF]</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
2.	200 CY	<b>Class "A" Standard Mix, using Flyash (River Sand, ASTM C-33 #67 coarse aggregate), "Residential Mix"</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
3.	200 CY	<b>Class "A" Standard 8-bag mix, using Flyash (River Sand) [R8]</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
4.	200 CY	<b>Class "A" (River Curb)</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
5.	200 CY	<b>Class "A" Standard Mix, using Flyash (Limestone Sand) [ALF]</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
6.	200 CY	<b>Class "A" Standard 8-bag mix, using Flyash (Limestone Sand) [L8]</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____

7.	200 CY	<b>Flowable Fill, (Rapid Fill), Low Strength-FF1 Batch Mix:</b> Flyash-250 lbs, Cement-50 lbs, Air 6-1/2 oz., Water – 41.6 gallons, and Limestone Sand 2830 lbs.  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
8.	200 CY	<b>Flowable Fill, Low Strength-FF2 Batch Mix:</b> Flyash-300 lbs, Cement-100 lbs, Air 6-1/2 oz., Water – 45.8 gallons, and Limestone Sand 2600 lbs.  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
9.	200 CY	<b>Flowable Fill, Low Strength-FF3 Batch Mix:</b> Flyash-300 lbs, Cement-170 lbs, Air 6-1/2 oz., Water – 44.1 gallons, and Limestone Sand 2676 lbs.  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
10.	200 CY	<b>Additional Charge: “Heated Concrete”, November 15 through March 15</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
11.	200 CY	<b>Additional Charge: “Fibermesh”, 1 1/2 lbs per cubic yard of fibrillated polypropylene fiber</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
12.	200 CY	<b>Additional Charge: ADA Red Color</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
13.	1 EA	<b>Additional Charge: Truck Washout after ADA Red Color</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
14.	200 CY	<b>Additional Charge: “Calcium Chloride – 2%”</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
15.	200 CY	<b>Additional Charge: “Calcium Chloride – 1%”</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
16.	200 CY	<b>Additional Charge: “Calcium Chloride – .5%”</b>  <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____

17.	100 EA	<b>Expansion Joints, fiber, 5 foot lengths, 1/4" x 4"</b> <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
18.	100 EA	<b>Expansion Joints, fiber, 5 foot lengths, 1/2" x 4"</b> <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____
19.	100 EA	<b>Expansion Joints, fiber, 5 foot lengths, 1/2" x 6"</b> <b>Delivery:</b> _____ hours after receipt of order	\$ _____	\$ _____

DELIVERY: F.O.B. DESTINATION

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days, Net \_\_\_\_\_ Days

ACCEPT VISA P-CARD: YES \_\_\_\_\_ NO \_\_\_\_\_



**CITY OF SPRINGFIELD  
STATEMENT OF "NO BID"  
IFB #127-2011**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES  
TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #127-2011** FOR **PORTLAND CEMENT CONCRETE** FOR THE FOLLOWING REASON(S):

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

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

\_\_\_\_\_ 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: \_\_\_\_\_