



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #098-2010**

THIS IS NOT AN ORDER

RETURN

TO: Mike Bell, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: March 2, 2010
Buyer's Email: mbell@springfieldmo.gov
Telephone Number: 417-864-1594
Fax Number: 417-864-1927
DUE DATE: March 15, 2010

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON MONDAY, MARCH 15, 2010**. 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.

DESCRIPTION

GOLF CAR LEASE

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.

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

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 #098-2010
GENERAL TERMS AND CONDITIONS**

1. **General:** The City of Springfield-Greene County Park Board has a requirement to lease Golf Cars for use in its rental fleets at three publicly owned golf courses located in and around the City of Springfield, MO.
2. **TERM:** Any Lease for Golf Cars shall be an intended Four (4) year (forty-eight month) lease or an optional Intended Five (5) year (60 months) lease. The initial term of the lease shall be for one year beginning with date of delivery by Lessor and acceptance by the City. The term may be renewed by the City for three (or four) additional one year terms subject to the conditions specified herein. Any renewal by the City shall be upon written purchase order issued by the Division of Purchases within thirty (30) days prior to the end of the then current term, with certification by the Director of Finance that unencumbered and appropriated funds are available.
3. **LEASE AGREEMENT:** It is the City's intention that this bid document including any addenda, along with all City Terms and Conditions contained herein become the sole binding lease agreement.
4. **Global Positioning System (GPS):** It is the City's intention to mount and connect GPS equipment to each golf car. Bidders, by submitting this signed bid document, thereby grants permission to have a GPS mounted and connected to the any or all leased cars for the duration of the lease.
5. **Price:** Shall remain firm and fixed for the entire term of the lease.
6. **Payment:** The City shall pay the lease payments for each month of the lease term beginning thirty (30) days after delivery and acceptance of the equipment by the City and upon receipt of proper invoice.
7. **Quantities:** Quantities listed are estimates for bid purposes only; actual quantities may be more or less.
8. **Additions to Fleet:** If, in the future, the City desires to add additional cars to the rental fleet, the lessor shall supply car(s) of like age, and color, in equal or better condition (each car shall be subject to acceptance by the City) and at the same pricing as the original fleet. The lease term for additions shall coincide and end with the original lease. All provisions, maintenance, terms and conditions of the original lease shall apply to the additions. This will be accomplished by Change Order to the current Purchase Order.
9. **Contact:** Bidder shall provide, and submit with bid on a separate page, the name of the contact person, phone number, and email address of the company and person who will be responsible for contract management and a complete description of how, where, and by whom warranty and service support shall be provided.
10. **Delivery:** The City's current lease expires April 30, 2010 and requires delivery of cars no later than April 30, 2010. Bidder shall provide their best delivery date on the Bid Form-Proposal.
11. **Title:** The City shall have no title to the equipment and the equipment shall remain the personal property of the Lessor.
12. **Taxes and Fees:** The Lessor shall be responsible to pay all taxes, assessments, fees, or penalties which may be levied or assessed on, or in respect to, the equipment, its use, or any interest therein.

13. **Risk of Loss:** The City shall have risk of loss or damage to the equipment which arises from the City's fault, vandalism, or theft/disappearance of the equipment while in the City's control or possession. In no instance shall the cost of repair exceed current market value of equipment.
14. **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 of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield 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 of Springfield. 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 in general or 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 require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield – Division of Purchases, Springfield, MO 65802; and

Such policies shall name the City as an additional named insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, [HTTP://www.insurance.mo.gov/industry/sovimunity.htm](http://www.insurance.mo.gov/industry/sovimunity.htm)).

As of January 1, 2010, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. **Workers' Compensation....**Statutory coverage per RSMo 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 at least **Two Million Five Hundred Nine Thousand One Hundred Eighty Six Dollars (\$2,509,186.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. **Automobile Liability Insurance** covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Five Hundred Nine Thousand One Hundred Eighty Six Dollars (\$2,509,186.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence.

d. **Owner's and Contractor's Protective Liability Insurance** to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least **Two Million Five Hundred Nine Thousand One Hundred Eighty Six Dollars (\$2,509,186.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The City of Springfield;
- (2) Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automobile Liability Insurance; and
- (3) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

f. **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 of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. **Notice.** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and 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.

h. **Legislative or Judicial Changes.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

15. **Award:** The City will consider suitability of equipment for the proposed application, price, availability, delivery, maintenance and service response, as well as past performance. Each factor of the evaluation will be considered relative to obtaining the most effective services consistent with the needs of the City.
16. **Questions:** Direct all questions regarding this IFB to the Buyer, Mike Bell, at 417-864-1594.
17. **Notice and Instructions to Bidders/Vendors Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009:**

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
[RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

**CITY OF SPRINGFIELD
INVITATION FOR BID #098-2010
SCOPE/SPECIFICATIONS**

1. **Purpose:** The Springfield-Greene County Park Board desires to lease golf cars for their use in the City's rental fleet at its three publicly owned golf courses. The equipment will be in continuous random use for up to twenty four hours a day, seven days per week. The Lessor shall supply and deliver fully operational, ready for use, golf cars meeting the specifications herein, including selected accessories, at the following locations:
 - Rivercut Golf Course, 2850 W. Farm Road 190, Springfield, MO 65810
 - Bill and Payne Stewart Golf Course, 1825 E. Norton, Springfield, MO 65803
 - Horton Smith Golf Course, 2409 S. Scenic, Springfield, MO 65807

2. **New Model:** The complete assembly and all components shall be new and standard model of the latest design in current production. Except as may be specified herein, the equipment and components shall include all features and comply with all performance specifications as advertised or otherwise represented by the contractor and or the manufacturer.

3. **Requirements:** The complete unit and components thereof must meet or exceed the following minimum requirements and includes the following features regardless of the Contractor's or Manufacturer's standard features. The equipment shall be designed and constructed with sufficient capacities to provide safe and reliable equipment intended as specified in Paragraph One above.

4. **Specifications:** Electric Golf Car
 - 4.1 Electrical: 48 VDC, 3.0 HP (min.), must be capable of completing two (2) rounds of 18-holes on one battery charge.
 - 4.2 Batteries: Six (6) 8 VDC high capacity, deep cycle batteries, rated at 1,000 rounds (min.).
 - 4.3 Steering: Rack & Pinion
 - 4.4 Frame/Body: Aluminum or steel frame, molded body with automotive type 5-mph front and rear bumpers.
 - 4.5 Vehicle Load Capacity: 800 Lbs. (min).
 - 4.6 Tires: 18.00 x 8.50 x 8 tubeless, 4 ply rated, all four wheels. Bidder shall supply one (1) spare tire and wheel for every 10 carts leased.
 - 4.7 Seat: Wide bench seat, contoured seat backs, Fabric backed vinyl. Minimum seating capacity for two.
 - 4.8 Canopy/Basket: Installed Sun Canopy (top assembly) and sweater basket.
 - 4.9 Safety: Reverse buzzer, slip & wear resistant floor mats and pedal pads.
 - 4.10 Miscellaneous: Vinyl rub rails, permanently mounted towing hitch, twin container beverage holders, ball holder, tee holders, dash compartments, scorecard and pencil holder, reversible ignition key, quick release bag strap buckles, removable sign holder for front of canopy, and car number decals (both sides, numbered 1 through 160) on each car.
 - 4.11 Finish: Color to be selected from standard color chart. Bidder shall include color options with bid.

5. **Specifications:** Gas Golf Car

- 5.1 Engine: 4 cycle, Single or twin Cylinder, OHV, Air Cooled, 9 HP (min.)
- 5.2 Transmission: Fully synchronized forward and reverse with neutral position.
- 5.3 All other specifications for Item #4 above, Electric Golf Car, fully apply.

6. **Specifications:** Gas Utility Car (For Driving Range Use)

- 6.1 Driving Range Protective Enclosure
- 6.2 Engine: 4 cycle, 11.4 HP (min.), OHV, air cooled
- 6.3 Fuel Capacity: 5 gallon (min.)
- 6.4 Transmission: Fully synchronized forward/reverse with neutral
- 6.5 Frame: Steel or Aluminum
- 6.6 Ground Clearance: 4.3" (min.)
- 6.7 Bed Capacity: 300 lbs. (min.)
- 6.8 Towing Capacity: 300 lbs. (min.)
- 6.9 Color: To be selected at time of award.

7. **Maintenance and Repair Service:** Lessor shall provide, at its expense, all mandatory maintenance and repair inspections (on and/or off site) per the manufacturer's recommendations, as required. Lessor, at no cost to the City, shall provide all maintenance and repair, including all parts (batteries, tires and wear parts included), labor, service call fees, travel, hauling (to and from lessor's facility) and incidental supplies sufficient to maintain the equipment to the specifications of the original equipment Manufacture's standards and specifications throughout the life of the lease.

- 7.1 **Facilities:** The Lessor, or its designee, shall have and maintain service facilities, equipment, technicians, parts, supplies and all other items necessary to maintain the equipment as specified.
- 7.2 **Technicians:** All maintenance and repairs shall be accomplished on-site or off-site by factory-trained or factory-certified service technicians.
- 7.3 **Hours of Unscheduled Service:** The Lessor shall provide unscheduled service on-site within Twenty four (24) hours of request for service Monday through Friday, 7:00 am to 5:00 pm and no later than 10:00 am on the next business day for calls received after 4:00 pm daily, Saturday, Sunday or holidays. All repairs shall be made and equipment returned to full service within twenty-four (24) hours of diagnostic visit by technician.
- 7.4 **Loan:** In the event equipment cannot be repaired and returned to full service within 24 hours, the Lessor shall loan equipment of equal or better performance until such time the equipment is returned to full service at no cost to the City.

- 7.5 **Replacement:** In the event that the Lessor is unable to maintain the equipment to the standards set forth or the functional satisfaction of the City, upon request, the Lessor shall replace the equipment with like equipment of equal or better performance at no additional cost to the City.
- 7.6 **Frequency of Repairs:** The City will consider any frequency of required repairs, other than those caused by misuse or operator error, greater than twice each month or eight times in six months as adequate cause for equipment replacement. This does not limit the City's right to require equipment replacement nor limit the right to terminate the lease if Lessor fails to maintain the equipment as required by these specifications.
- 7.7 **City's Responsibility:** The City shall provide daily checks on the battery, tires, charging of the units and incidental maintenance and repairs (such as tightening bolts, etc) allowed by the lessor. All other maintenance and repairs shall be the responsibility of the Lessor. Any repairs required that may be the direct fault of the City, shall be approved in writing by the City before any work is performed. Without prior written authorization to perform work, the City will be under no obligation to pay for such work.
- 7.8 **Servicing Dealer:** If Bidder is not the servicing dealer, provide the name, address, contact name, telephone and fax numbers of the dealer that will provide this service on a separate page and return with bid.
- 7.9 **Assignment:** Individual Cars will not be permanently assigned to a particular facility, but may be transported (by the City) for temporary, or permanent, assignment to another City facility to achieve maximum efficiency from its rental fleet.

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #098-2010**

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 | EST QTY | DESCRIPTION | MONTHLY UNIT PRICE | MONTHLY EXTENDED AMOUNT |
|------|---------|---|--------------------|-------------------------|
| 1. | 150 EA | ELECTRIC GOLF CAR 48 MONTH LEASE INCLUDING MAINTENANCE AND REPAIR IN ACCORDANCE WITH SPECIFICATIONS. Mfg. _____ Model No. _____ Delivery: _____ days after receipt of order. | \$ _____ | \$ _____ |
| 2. | 10 EA | GAS GOLF CAR 48 MONTH LEASE INCLUDING MAINTENANCE AND REPAIR IN ACCORDANCE WITH SPECIFICATIONS. Mfg. _____ Model No. _____ Delivery: _____ days after receipt of order. | \$ _____ | \$ _____ |
| 3. | 3EA | GAS UTILITY CAR (for driving range use) 48 MONTH LEASE INCLUDING MAINTENANCE AND REPAIR IN ACCORDANCE WITH SPECIFICATIONS. Mfg. _____ Model No. _____ Delivery: _____ days after receipt of order. | \$ _____ | \$ _____ |

| ITEM | EST QTY | DESCRIPTION | MONTHLY UNIT PRICE | MONTHLY EXTENDED AMOUNT |
|------|---------|--|--------------------|-------------------------|
| 4. | 150 EA | OPTIONAL ELECTRIC GOLF CAR 60 MONTH LEASE INCLUDING MAINTENANCE AND REPAIR IN ACCORDANCE WITH SPECIFICATIONS. Mfg. _____ Model No. _____ Delivery: _____ days after receipt of order. | \$ _____ | \$ _____ |
| 5. | 10 EA | OPTIONAL GAS GOLF CAR 60 MONTH LEASE INCLUDING MAINTENANCE AND REPAIR IN ACCORDANCE WITH SPECIFICATIONS. Mfg. _____ Model No. _____ Delivery: _____ days after receipt of order. | \$ _____ | \$ _____ |
| 6. | 3 EA | OPTIONAL GAS UTILITY CAR (for driving range use) 60 MONTH LEASE INCLUDING MAINTENANCE AND REPAIR IN ACCORDANCE WITH SPECIFICATIONS. Mfg. _____ Model No. _____ Delivery: _____ days after receipt of order. | \$ _____ | \$ _____ |
| ITEM | EST QTY | DESCRIPTION | UNIT PRICE | EXTENDED AMOUNT |
| 7. | 150 EA | PURCHASE OPTION: ELECTRIC GOLF CAR PER SPECIFICATIONS. REFERENCE: or equal. Mfg. _____ Model No. _____ Delivery: _____ days after receipt of order. | \$ _____ | \$ _____ |

| ITEM | EST QTY | DESCRIPTION | UNIT PRICE | EXTENDED AMOUNT |
|------|---------|---|---|--------------------------|
| 8. | 10 EA | PURCHASE OPTION: GAS GOLF CAR PER SPECIFICATIONS. Mfg. _____ Model No. _____ Delivery: _____ days after receipt of order. | \$ _____ | \$ _____ |
| 9. | 3 EA | PURCHASE OPTION: GAS UTILITY CAR (for use on driving range) PER SPECIFICATIONS. Mfg. _____ Model No. _____ Delivery: _____ days after receipt of order. | \$ _____ | \$ _____ |
| 10. | 20 EA | ADDITIONAL SHORT-TERM RENTAL OF ELECTRIC GOLF CARS. The City may need to rent cars for a short period of time as demands warrant, and without adding these cars to the long-term lease agreement. Delivery of rental cars: _____ days after notice of need. Delivery/Pickup fee: Regardless of the number of cars rented, this fee shall include both drop off and pick up of cars and is charged as a one-time fee per or rental request. | \$ _____ per car per week \$ _____ per car per month \$ _____ per rental one time fee | \$ _____ \$ _____ |
| 11. | 20 EA | EVENT RENTAL OF ELECTRIC GOLF CARS: The City may need to rent cars for a short period of time for special events or tournaments in which the demand will exceed the number of cars leased or purchased herein. Rental of standard golf cars, electric or gas: Delivery of rental cars: _____ days after notice of need. Delivery/Pickup fee: Regardless of the number of cars rented, this fee shall include both drop off and pick up of cars and is charged as a one-time fee per event or rental request. | \$ _____ per car per day \$ _____ per car per week \$ _____ per event one time fee | |

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____ % _____ Days, Net _____ Days

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #098-2010**

**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 #098-2010** FOR **GOLF CAR LEASE** 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: _____