



**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
INVITATION FOR BID #112-2010**

**THIS IS NOT AN ORDER**

**RETURN**

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

Date Issued: April 1, 2010  
Buyer's Email: mbell@springfieldmo.gov  
Telephone Number: 417-864-1594  
Fax Number: 417-864-1927  
**DUE DATE: April 15, 2010**

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**SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO 3:00 P.M. ON THURSDAY, APRIL 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.

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**DESCRIPTION**

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**DICKERSON PARK ZOO SECURITY SERVICES**

*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 #112-2010  
GENERAL TERMS AND CONDITIONS**

1. **PURPOSE:** The Springfield/Greene County Park Board is requesting bids from qualified firms to supply security services for the purpose of safe guarding and protecting the public, employees, animals, grounds, and facilities at Dickerson Park Zoo. These requirements are not intended to limit the scope of work of the duties of the security Contractor and the security Contractor is expected to conduct its operations in such a manner as to assure the purpose established herein.

2. **TERM:** One year beginning on date of award. The City may, at its option, extend the contract for up to two additional one-year terms.

3. **ESCALATION/DE-ESCALATION:** Proposal prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

4. **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/sovimmunity.htm](http://www.insurance.mo.gov/industry/sovimmunity.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. **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.

e. **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.

f. **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.

5. **Required Submittals:** Each Bidder shall submit the following information in order for its offer to be considered and adequately evaluated.

5.1 **References:** The names, addresses, and telephone numbers of previous and current clients for which services of a similar nature have been provided. Include small, medium, and large clients.

5.2 **Background:** A brief narrative description of the Bidder's Organizational history and performance background.

5.3 **Special Experience/Expertise:** A brief narrative description of any "special" experience or expertise of the Organization and/or management or staff that would apply to performance of the scope of work.

5.4 **Management and Supervisory Staff:** The names and individual related background information of all management and supervisor staff to include on-site supervisors most likely to be assigned to the project.

5.5 **Labor Force:** Provide the number of qualified employees currently on Bidder's payroll already performing similar contract work but are readily available for assignment to the City's project.

5.6 **Contingency Plan:** In the event employees including remote or local management, supervisory staff, or labor employees are terminated, self-terminate, fail to report for their assigned duties, or become ill or are determined unfit to continue a shift, explain local management's contingency plan in effect to address these circumstances.

The plan should include the procedures that each level of management through on-site supervision must take to replace an employee that is missing from their assigned shift. Be advised that if an employee cannot be replaced in a timely manner for a shift, that shift supervisor shall perform the functional duties of that employee.

6. **Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all bidders prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).

7. **Evaluation of Proposals:** Any contract resulting from this request shall be awarded in response to a proposal providing the lowest and best proposal to the City of Springfield. **AWARD WILL NOT BE MADE ON THE BASIS OF PRICE ALONE.** Each bid will be evaluated based on, but not limited to the following criteria:

7.1 The cost of the proposed service.

7.2 Demonstrated experience and expertise of the Offeror and its staff in providing service of a similar nature to Government or public sector clients.

7.3 Past performance with the City, if applicable.

7.4 Other pertinent information, which may have a bearing on the Offeror's capabilities to provide the required services.

8. **Award:** Each factor of the evaluation will be considered relative to obtaining the most effective services consistent with the needs of the City.

9. **Immigration Affidavit of Compliance:** The successful bidder will be required to submit the following:

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)]

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**.

Sample Affidavit follows:



**CITY OF SPRINGFIELD  
INVITATION FOR BID #112-2010  
SPECIFICATION**

1. **General:** These requirements are not intended to limit the scope of work of the duties of the security Contractor and the security Contractor is expected to conduct its operations in such a manner as to assure the purpose established herein.

2. **Purpose:** The Springfield/Greene County Park Board is requesting bids from qualified firms to supply security services for the purpose of safe guarding and protecting the public, employees, animals, grounds, and facilities at Dickerson Park Zoo.

3. **Specific Requirements:**

3.1 Post a security guard at the Zoo during the hours from 6 pm to 6 am, seven days a week, including holidays.

3.2 Provide a second security guard during the period of the Ozark Empire Fair. This guard is to start on the first evening of the fair, and will continue each night through the last evening of the fair. This will typically be a total of 10 nights. Special instructions will be issued during this period. This second person will be an additional charge to the Zoo and invoiced separately.

3.3 Shift Reports: The security guard must submit shift reports nightly to the Zoo superintendent covering the night's activities and detailing special incidents or occurrences.

Note: Additional charges to the City are not permitted for time after normal duty shift which may be necessary to provide reports regarding occurrences during regular duty shift or to provide information for police reports.

3.4 The security guard must check all assigned locks, gates, doors and night lighting as well as security or other devices as directed upon arrival on the site and periodically thereafter, as assigned. Night lights are to be on at sunset. Any unsecured areas, malfunctioning lights or other devices must be reported immediately to a person on the call list provided to the security personnel. Locks will be secured, alarms activated and deactivated as directed.

3.5 After 6 pm, the security guard is to allow no access to the Zoo unless prior permission has been granted by Zoo superintendent or other designated supervisors. The security guard is to record on his nightly report the time and names of staff members entering and leaving the Zoo.

3.6 Zoo visitors are permitted to stay in the Zoo until 5:00 pm, October through March and until 6:00 pm, April through September. After these times, the security guard is to politely ask visitors to leave the Zoo.

3.7 At approximately 6:15 pm, during the period April 1 – September 30, the security guard will check with the front gate attendant and stand by if assistance is needed; such as an escort to the Zoo office.

3.8 The security guard shall keep watch on the picnic and playground areas outside the zoo grounds. The guard is to prevent vandalism, rowdiness, drinking, over-night parking, camping, or other inappropriate activity. Incidents which cannot be handled by a lone security officer will be called into the police dispatcher for the Park Ranger. Serious problems shall be referred to the police.

3.9 Any animal problems are to be called immediately into a person on the Zoo call list. Security guard will, **under no circumstance**, enter an animal enclosure nor feed or water an animal.

3.10 The Contractor must maintain an established place of business that is properly identified as said business. This place must be manned 24-hours per day for receiving calls and handling problems. Call forwarding or radios may be an acceptable alternative. Dispatch office and supervisor must be located in Springfield, MO. and within 15 miles of Zoo.

3.11 The Contractor must have field supervisor(s) who routinely inspect job sites and personnel to insure compliance with site requirements.

3.12 The Contractor must maintain complete and accurate records to substantiate charges for services. These records must be available for examination by the City.

3.13 The Contractor must pay the security guard no less than minimum wage.

3.14 The Contractor shall pay all salaries, wages, expenses, payroll taxes and all other expenses associated with Contractor's personnel.

3.15 Security guards shall wear a recognizable law enforcement type uniform distinguishing them as security personnel and be licensed in accordance with the Springfield City Code. While on duty, personnel must be neat and clean in appearance. Mustaches and hair must be neatly trimmed and cared for.

3.16 Security guards must be mentally sound and physically capable of performing assigned duties.

3.17 The security guard, prior to beginning work, must have received training and instruction in patrolling, public relations, safety, report writing, use of telephone and on-site instructions from an agency supervisor.

3.18 Contractor shall provide insurance, as required by the City.

- 3.19 A written guideline of all routines, requirements, and phone numbers will be provided by Zoo staff and updated as necessary.
- 3.20 The Zoo reserves the right to interview and approve agency's personnel that are assigned to the Zoo.
- 3.21 Security guards will carry a Zoo provided Cell Phone at all times while on duty.
- 3.22 Firearms are not required, nor desired, and may be carried by Contractor's personnel only with the prior written approval of the Director of Parks, Director of the Zoo and the Chief of Police, Springfield Police Department.
- 3.23 The Zoo may install time-punch devices at their discretion, throughout the Zoo, to insure that proper rounds are being made.
- 3.24 During cold months, guards will check assigned areas to observe warning lights or thermometers to ensure that heating systems are operating. These areas are to be checked at least once every 2 ½ hours (total of 5 times during the 12 hour shift). Systems not working or functioning properly shall be reported immediately to Zoo personnel on the call list.
- 3.25 Guards shall make a complete round of the Zoo, year-round, at a minimum of once every 2 ½ hours.
- 3.26 Guards shall check closed circuit TV monitors of animal areas as directed.

4. **Workforce:** The Contractor represents that Contractor will secure at Contractor's own expense, all qualified personnel required to perform the services called for under this contract. Such personnel shall not be employees of or have any Contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be **fully qualified** including background checks if applicable, and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

5. **Qualifications:** The Bidder must demonstrate adequate and appropriate experience of management, supervision, and qualified workforce; technical expertise; all quality and effectiveness of work; adequate and sufficient quantities of service equipment and vehicles; and, the ability to accomplish the scope of work.

**CITY OF SPRINGFIELD  
 BID FORM – PROPOSAL  
 IFB #112-2010**

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	Description	Unit Price
1.	<p><b>Monthly Fee for Security Services at Dickerson Park Zoo:</b> Includes any and all costs including all incidental burden necessary for supervision of security personnel and coordination of activities with the Superintendent of the Zoo (overtime charges will not be permitted or charged).</p> <p>Monthly fee inclusive of all costs</p>	\$ _____/month
2.	<p><b>Fees for Additional Hours of Service:</b> as authorized by the Superintendent of Zoo in writing through the Division of Purchases, including additional person during the Ozark Empire Fair.</p> <p>Hourly fee inclusive of all costs</p>	\$ _____/hour

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 #112-2010**

**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 #112-2010** FOR **DICKERSON PARK ZOO SECURITY SERVICES** 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: \_\_\_\_\_