



REQUEST FOR QUOTATION



RFQ #152-2010

THIS IS NOT AN ORDER

RETURN

TO: Jason Finke, CPPO Senior Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: June 17, 2010
Buyer's Email: jfinke@springfieldmo.gov
Telephone Number: 417-864-1624
Fax Number: 417-864-1927
DUE DATE: FRIDAY, JUNE 25, 2010

QUOTATIONS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON FRIDAY, JUNE 25, 2010**. Quotations will be opened by the Buyer at the location listed above.

- Quotations shall be submitted on the forms provided and must be manually signed.
- Quotations shall be submitted with the RFQ number clearly indicated.
- Quotations and all required documentation may be faxed to Fax #417-864-1927.
- Quotations received after the bid opening date and time shall be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this RFQ.

DESCRIPTION

ROPE COURSE (RE-BID)

See attached General Conditions, Specifications, and Quotation 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 Request for Quotation 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 Request for Quotation 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 Quotations 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 RFQ. All bidders or their representatives are invited to attend the opening of the RFQ.

02. RFQ Delivery Requirements

Any Quotations received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Quotation delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Quotations 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. Quotations may be faxed to the Division of Purchases and accepted if the signed quotation form and required information is faxed and received prior to the due date and time. Quotations sent by email will not be accepted.

03. Sealed and Marked

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

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

04. Legal Name and Signature

Quotations shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Quotations 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 Quotation. Failure to properly sign the Quote 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 Quotation.

06. Clarification and Addenda

Each bidder shall examine all Request for Quotation 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 Request for Quotation 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 Quotation, 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 Quotation at: www.springfieldmo.gov/egov/finance/bid_center.html

07. RFQ Expenses

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

08. Irrevocable Offer

Any Quotation may be withdrawn up until the due date and time set for opening of the RFQ. Any Quotation 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 RFQ, until one or more of the Quotations have been duly accepted by the City.

09. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a Quotation which conforms in all material respects to the requirements set forth in the Request for Quotation. 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 Quotation 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 Quotation 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 RFQ, 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 Quotation is submitted and shall be further disqualified from submitting any future Quotations. A copy of the City's General Ethical Standards is available at the Division of Purchases.

15. Collusion

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

- 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 Quotation 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 Quotation for the purpose of restricting competition.
- d. The only person or persons interested in this Quotation, principal or principals are named therein and that no person other than therein mentioned has any interest in this Quotation 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 Quotation 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. RFQ Forms, Variances, Alternates

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

19. Quotation 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 Quotation is made. The bidder shall submit an executed quotation form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Quotation

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

21. No Bid

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

22. Errors in Quotations

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Quotations; 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 Quotation, the unit price shall govern.

23. Prices Quoted

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 Quotation, the unit price of the Quote 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 Quotation price and not shown separately. The price as shown on the Quotation 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 RFQ 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 Quotations 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," quotations 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 Quotation. The absence of listed deviations at the time of submittal of the Quotation 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 RFQ. 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, Quotation 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 Quotation.

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 Request for Quotation, 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 Quotations or waive any minor irregularity or technicality in Quotations received.
- c. Award(s) will be made to the Bidder whose Quotation (1) meets the specifications and all other requirements of the Request for Quotation and (2) is the lowest and best Quotation, 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 Quotation 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 Quotations 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. Quotation Tabulation

Bidders may request a copy of the bid tabulation of the Request for Quotation.

38. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Quotation, 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 Quotation authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Request for Quotation 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 RFQ and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFQ, 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
REQUEST FOR QUOTATION #152-2010
GENERAL TERMS AND CONDITIONS**

1. **INTRODUCTION:** The City of Springfield, Missouri, Department of Information Systems is seeking a contractor to provide blanket contract for labor services and materials (as necessary) to install and maintain telecommunications equipment and wiring at all city owned locations.
2. **SUBCONTRACTORS:** No work may be subcontracted without the written approval of the City.
3. **PERFORMANCE BOND AND A LABOR, AND MATERIALS PAYMENT BOND (if a specific job is over \$25,000.00):** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000 must be listed in United States Treasury Circular 570.
4. **PREVAILING WAGE REQUIREMENT (as applicable):** The work performed under this Agreement is subject to the prevailing wage law. It is agreed that all workman employed by the Contractor, and any subcontractor employed under him, will be paid not less than the prevailing wage as determined by appropriate governmental authority and the Annual Wage Order attached hereto and made a part hereof. It is agreed that the contract or sums payable to the Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo. The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by the City of Springfield.
5. **EXCESSIVE UNEMPLOYMENT IN MISSOURI:** Pursuant to Missouri Revised Statute Section 290.560, whenever there is a period of excessive unemployment in Missouri, all public works projects or improvements for any governmental unit shall employ only Missouri laborers and laborers from nonrestrictive states on such projects or improvements, unless such laborers are unavailable or incapable if performing the particular type of work involved and this fact is certified by the contractor and approved by the contracting officer for the governmental unit, then at this time other laborers may be used.
6. **CONSTRUCTION SAFETY PROGRAM:** 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.

7. **AWARD:** In making an award, the City will evaluate the bids received considering such factors as listed below as well as other factors which are considered pertinent:
 - A. Price
 - B. Experience and Expertise
 - C. Date of Completion.
 - D. Warranty

8. **SUBMITTALS:** Bidder should provide the following information with their bid:
 - 8.1 Provide a list of references for at least three (3) businesses. Provide a contact name, title and telephone number for those references.

 - 8.2 If bidding other than what is specified, the bidder should provide drawings and detailed specifications of the equipment being offered.

**CITY OF SPRINGFIELD
SPECIFICATIONS
RFQ #152-2010**

1. **PROJECT:** The project shall include all labor, materials, equipment (including safety equipment, warning placards, etc), supplies, taxes, fuel, and any and all other items necessary to accomplish the services as specified herein
2. **COURSE COMPONENTS:** The following are the required components as provided by Project Adventure **OR EQUIVALENT:**

Bosoms Chairs

- One 3/8 inch, galvanized aircraft cable stretched between two posts or trees.
- The number of chairs is dependent upon the area provided.
- Hanging from this cable are the bosoms chairs.
- They are suspended about 2 feet above the ground via ropes that are 11 mm climbing static line.
- The wood platforms of the chairs are 2' x 6" x 30" in size.
- This element will double as swinging tires as well and the tires will be recycled tires.
- There will be no specific size but car sizes are preferred.

Islands

- A series of platforms in two sizes.
- Some will be 3 x 3 feet and others 4 x 4 feet.
- They will be approx. 4 – 6 inches off the ground.
- The only other equipment will be two boards of different length.
- Neither will be long enough to reach from one platform to the other so they must be used in conjunction with each other.
- For this reason, the length of the boards is unknown as we do not know the area provided as yet.
- They will be 2 x 10 or 2 x 12 for thickness and width.

Mohawk Walk

- This element only needs 5 cables stretched between a series of trees or poles.
- The length of cable is dependent upon the area provided.
- The cable will be 3/8 inch, galvanized aircraft cable.
- The cables will be about knee high off the ground.

Spiders Web

- 3/16 Shock (Bungee) Cord intertwined to make a 10 x 6 foot spider web.
- This is stretched in between two trees or poles depending if trees are available.
- That is all equipment needed for this element.

TP Shuffle

- The only thing needed for this element is a telephone pole.
- The size is not specific but length needs to be at least long enough for a group of 10 – 15 people to stand on side by side.

Tension/Triangle Traverse

- Three, 3/8 inch, galvanized aircraft cables are stretched in between three trees or posts to form a triangle.
- Two 11mm ropes are attached to one post or tree for support.
- For the Tension Traverse, only one of the cables and ropes are used.
- The cables are about knee high off the ground.

Whale Watch

- This element consists of a large 6' X 14' platform set on top of a fulcrum to make it a teeter-totter.
- The platform is made of treated wood to make it more weather resistant.
- The deck is made of at least 2" x 4" lumber but can be made of larger width.
- The fulcrum is not exposed so it can be dependent upon builder.
- The platform is wheel chair accessible as it goes to ground level.
- No other equipment is needed for this element.

Wild Woozy

- Much like the Triangle Traverse, this element has three trees or poles in a triangle.
- Only two 3/8 inch, galvanized aircraft cables are needed.
- They both attach to one pole and then stretch outward to the other two poles making a V shape.
- The cables are about knee high off the ground.
- This is all the equipment needed for this element.

Nitro crossing/ Multi-swing

- This element is in between two trees or two tall poles.
- Stretched between the two is a 3/8 inch, galvanized aircraft cable about 15 ft from the ground or higher.
- Hanging from the cable is an 11mm rope.
- The rope will have knots tied into it for hanging onto and will be about 2 – 3 feet from the ground when hanging still in the middle.
- This is all the equipment needed for this element.

3. **LOCATION:** This equipment will be installed at Ritter Springs Park, Springfield, MO 65804.

4. **SITE INSPECTION:** Upon award, the contractor shall view the site in person, take measurements, inspect trees, etc, and shall provide a final layout with the recommended placement of each element. This layout shall approved by the City prior to starting any construction.

**CITY OF SPRINGFIELD
CONTRACT CONDITIONS
RFQ #152-2010**

1. **AUTHORIZATION:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.
2. **PAYMENT:** The Contractor shall be paid, Net 30, upon completion of work and acceptance of work by the City; and upon presentation of proper invoice. The City will pay only for work authorized and completed as such work is accepted by the City.
3. **TIME OF COMPLETION:** The Park Board desires completion of the work as close to July 30, 2010.
4. **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.
5. **CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:
 - A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
 - B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
6. **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. 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
Employer's Liability | Statutory coverage per R.S.Mo. 287.010 et seq
\$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 Nine Thousand One Hundred Eighty Six (\$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.
- 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 (\$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 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.
7. **GENERAL INDEPENDENT CONTRACTOR CLAUSE**: This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
8. **CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS**: It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.
9. **NON-DISCRIMINATION**: The Contractor agrees in the performance of this Contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

10. **LIABILITY AND INDEMNITY:**

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

13. **MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
14. **CONTRACT DOCUMENTS:** The agreement between the City of Springfield and the Contractor shall consist of (1) the Request for Quotation, and any amendments thereto and, (2) the proposal, as accepted, submitted in response to the Request for Quotation. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Quotation and amendments thereto shall govern over the Contractor's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Quotation or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Quotation shall govern.
15. **COOPERATION:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out of the scope of services.
16. **COORDINATION:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
17. **PERSONNEL:** The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to provide the goods and/or perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any Contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.
18. **TERMINATION:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In such event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.
19. **CITY'S RIGHT TO PROCEED:** In the event this contract is terminated pursuant to Paragraph 21, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.

20. **TERMINATION FOR CONVENIENCE OF THE CITY:** The City shall have the right by 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 such event City shall not be liable to Contractor except for work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the canceled portions of the contract, including a reasonable allowance of profit applicable to the work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor. The Contractor shall make every effort to mitigate cost to the City. The Contractor shall attempt to return for credit any materials purchased by the Contractor for use under this contract. Payments due the Contractor resulting from termination of contract pursuant to this paragraph shall be offset by any progress payments made by the City to the Contractor.
21. **DELAY BY THE CITY:** City and Contractor agree that the schedule of services to be provided by Contractor under this agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in the contract documents, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for contract completion but such contract time of completion shall be extended no more than one day for each day of delay caused by the City. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The contract time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than seven (7) days after the beginning of the delay caused by the City.
22. **SAFETY PRECAUTIONS:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The contractor shall also comply with all regulatory agencies requirements for safety.
23. **CONFLICT OF INTEREST – CONTRACTOR:** 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.
24. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
25. **WAIVER:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
26. **NOTICES:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City and Contractor at the address shown above. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.
27. **REPAIR OF DAMAGES:** It is the responsibility of the Contractor to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Springfield's Representative is to be notified and shall inspect the repairs upon completion.
28. **SAFETY:** Contractor shall comply with all applicable OSHA, State of Missouri Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

29. **SITE CLEANLINESS:** The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left at the customer's premises, but shall be disposed of at the Contractor's facilities.
30. **PERMITS:** All permits 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).
31. **SANITARY PROVISIONS:** The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the regulations of the State Board of Health and any sanitary regulations of the community in which work is being performed. Temporary toilets shall be provided as required.
32. **PREVAILING WAGE REQUIREMENT:** The work performed under this Agreement is subject to the prevailing wage law. It is agreed that all workman employed by the Contractor, and any subcontractor employed under him, will be paid not less than the prevailing wage as determined by appropriate governmental authority and the Annual Wage Order attached hereto and made a part hereof. It is agreed that the contract or sums payable to the Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo. The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by the City of Springfield.
33. **PREVAILING WAGE NOTICE OF EXCESSIVE UNEMPLOYMENT IN EFFECT AS OF OCTOBER 19, 2007:** Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. (See Sections 290.550 through 290.580 RSMo.) The unemployment rate has exceeded 5% for the past two months. Therefore, this statute is in effect and will remain in effect as long as this notice is posted. For questions call (573) 751-3403. View the Frequently Asked Questions at http://www.labor.mo.gov/ls/faq/faq_PublicWorksEmployment.asp or view the statute 290.550 – 290.580 RSMo, at <http://www.moga.mo.gov/statutes/C290.HTM>.
- Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, U.S. Virgin Islands, West Virginia and Wyoming.
34. **OTHER DELAYS:** If the Contractor or his subcontractor experiences documented hindrances or delays which, in his opinion, are not usually to be expected in the performance of the work, and which affect the performance of the work, he may request a change in the agreement. The Contractor shall be entitled to an extension of the time for contract completion, but such contract time of completion shall be extended no more than one day for each day of delay. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. Such hindrances and delays may include, but not be limited to, acts or failures to act by other contractors employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
35. **PUNCH LIST:** A list of incomplete items (typically referred to as a "punch list") will be issued at Substantial Completion provided that no incomplete item will prevent the Owner's use of the space/facility as it is intended to be used, including life safety components. After Substantial Completion and issuance of the "punch list", subsequently discovered items which are not complete, and/or in nonconformance with the Contract may be added to the list until such time as Final Acceptance. Payment and/or exclusion of any item from a "punch list" shall not relieve the Contractor of the obligation to fulfill all requirements of the Contract. All punch list items shall be completed within thirty (30) days of Final Acceptance by the City and prior to final payment.

36. **CHANGES IN WORK:** The City, without giving notice to the surety and without invalidating this contract may make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly. All such work and any approved time extensions shall be added to the contract by Contract addendum. Each contract change shall include all cost required to perform the work including all labor, material, equipment, overhead, profit, delays, disruptions or other miscellaneous expenses. The Contractor shall provide a detailed cost breakdown for all changes in work to the City. The percentage of overhead and profit shall not increase as a result of any change in work.
37. **PROTECTION OF WORK:** The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect from injury or loss arising in connection with the contract. He shall make good any such damage, injury, or loss, except as such may be directly due to error in Contract documents.

**CITY OF SPRINGFIELD
 QUOTATION FORM – PROPOSAL
 RFQ #152-2010**

SUBMITTED BY _____
 Company Name

Pursuant to and in accordance with the above stated Request for Quotation, the undersigned hereby declares that they have examined the RFQ 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	UNIT PRICE	EXTENDED AMOUNT
1.	1 Total	Bosoms Chairs, Including: Delivery, Installation, Set-in-Place and Removal of Debris from City Property as specified herein Specify Band and Model Bid: _____ Specify the number of Boson’s Swings bid: _____ Specify the number of Tire Swings bid: _____ Are the tires being bid recycled? Yes or No	\$ _____/Total	\$ _____
2.	1 Total	Islands, Including: Delivery, Installation, Set-in-Place and Removal of Debris from City Property as specified herein Specify Band and Model Bid: _____	\$ _____/Total	\$ _____
3.	1 Total	Mohawk Walk, Including: Delivery, Installation, Set-in-Place and Removal of Debris from City Property as specified herein Specify Band and Model Bid: _____	\$ _____/Total	\$ _____
4.	1 Total	Spiders Web, Including: Delivery, Installation, Set-in-Place and Removal of Debris from City Property as specified herein Specify Band and Model Bid: _____	\$ _____/Total	\$ _____
5.	1 Total	TP Shuffle, Including: Delivery, Installation, Set-in-Place and Removal of Debris from City Property as specified herein Specify Band and Model Bid: _____	\$ _____/Total	\$ _____

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
6.	1 Total	Tension/Triangle Traverse, Including: Delivery, Installation, Set-in-Place and Removal of Debris from City Property as specified herein Specify Band and Model Bid: _____	\$_____/Total	\$_____
7.	1 Total	Whale Watch, Including: Delivery, Installation, Set-in-Place and Removal of Debris from City Property as specified herein Specify Band and Model Bid: _____	\$_____/Total	\$_____
8.	1 Total	Wild Woozy, Including: Delivery, Installation, Set-in-Place and Removal of Debris from City Property as specified herein Specify Band and Model Bid: _____	\$_____/Total	\$_____
9.	1 Total	Nitro crossing/ Multi-swing, Including: Delivery, Installation, Set-in-Place and Removal of Debris from City Property as specified herein Specify Band and Model Bid: _____	\$_____/Total	\$_____
10.	7 Each	Class 3 Poles, 35 Feet Tall	\$_____/Each	\$_____
11.	1 Each	Nitro Rope 15' x 11mm dia.	\$_____/Each	\$_____
12.	1 Each	Omega 7/16" Steel Modified D Quick-Lok Gold Carabineer	\$_____/Each	\$_____
13.	2 Each	Tension Traverse Rope Specify Length: _____	\$_____/Each	\$_____
14.	2 Each	82A Steel (oval) Carabineer	\$_____/Each	\$_____
15.	1 Total	Fee for Site Inspection, Element Layout and Final Drawing , as specified herein.	\$_____/Total	\$_____

OTHER INFORMATION, MUST BE COMPLETED:

Specify Warranty: _____

Specify Starting Work Within: _____ Calendar Days After Receipt of Order

Specify Completion: _____ Calendar Days After Starting.

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____% _____ Days, Net _____ Days

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 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: _____

Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.

For Any Public Works Project Contract

Effective August 28, 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 corporation), (a partnership), (a sole proprietorship), (a 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 has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

Signature

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

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

**CITY OF SPRINGFIELD
STATEMENT OF "NO QUOTATION"
RFQ #152-2010**

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES

TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO QUOTE ON YOUR **RFQ #152-2010** FOR **ROPE COURSE (RE-BID)** 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 REQUEST FOR QUOTATION.

_____ 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: _____