



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #074-2015**

THIS IS NOT AN ORDER

RETURN

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

Date Issued: December 9, 2014
Buyer's Email: mbell@springfieldmo.gov
Telephone Number: 417-864-1594
Fax Number: 417-864-1927
DUE DATE: DECEMBER 29, 2014

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO 3:00 P.M. ON MONDAY, DECEMBER 29th, 2014. Bids will be opened by the buyer at the location listed above.

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

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

ON-SITE GENERATOR MAINTENANCE, INSPECTION, AND REPAIR

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

DELIVERY: F.O.B. DESTINATION

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

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

**CITY OF SPRINGFIELD
INSTRUCTION TO BIDDERS**

01. Opening Location

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

02. IFB Delivery Requirements

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

03. Sealed and Marked

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

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

04. Legal Name and Signature

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

05. Corrections

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

06. Clarification and Addenda

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

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at: www.springfieldmo.gov/bids

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
GENERAL TERMS AND CONDITIONS
IFB #074-2015**

1. **Term:** One year beginning on date of award. The City may, at its option, extend the contract for up to two (2) additional one-year terms.
2. **Escalation/De-Escalation:** Bid prices shall remain firm for a period of one 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.
3. **Quantity:** Quantities listed are estimates for bid purposes only; actual quantities may be more or less.
4. **Purchasing Card Program:** The City has a purchasing card program, using the Visa network. Bidders may receive payment from the purchasing card in the same manner as other Visa purchases. Bidders should have the ability to accept Visa. City departments will be encouraged to use purchasing cards to order from this annual contract. In the event the department does not use a purchasing card, a written purchase order will be issued.
5. **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.
6. **Modifications:** The scope of work to be done shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision shall be changed or modified without the execution of a formal Change Order, mutually agreed to by the City and the Contractor and processed through the Division of Purchases.
7. **Repair of Damages:** 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.
8. **Safety:** Contractor shall comply with all applicable OSHA, State of Missouri Safety Regulations and comply with all 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.
9. **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 may be left in a proper receptacle at the customer's premises.

10. Termination of Contract:

- a. **For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.
- b. **For Convenience:** The City shall have the right at any time 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 either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

11. **Occupational License:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and any required state or federal license. 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.

12. Insurance Requirements:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as additional insured. Such notices shall be mailed, certified mail, return receipt requested, to:

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

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- A. **Workers' Compensation:** Statutory coverage per R.S.Mo. 287.010 et seq
Employer's Liability: \$1,000,000.00

 - B. **Commercial General Liability Insurance:** Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Seven Hundred Twenty Seven Thousand Four Hundred Eighty-Nine Dollars (\$2,727,489)** for all claims arising out of a single accident or occurrence and **Four Hundred Nine Thousand One Hundred Twenty-Three Dollars (\$409,123)** 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 Seven Hundred Twenty Seven Thousand Four Hundred Eighty-Nine Dollars (\$2,727,489)** for all claims arising out of a single accident or occurrence and **Four Hundred Nine Thousand One Hundred Twenty-Three Dollars (\$409,123)** 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.
13. **Immigration Affidavit:** As a condition for the award, the successful bidder shall submit a sworn affidavit that it does not knowingly employ any person in connection with the contracted services who is an unauthorized alien.

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.uscis.gov/e-verify> 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
E-Verify
Memo of Understanding - MOU
Electronic Signature Page

CITY OF SPRINGFIELD
SPECIFICATIONS/SCOPE OF WORK
IFB #074-2015

1. GENERAL: The City of Springfield, Public Work Building Maintenance has a requirement for a Contractor to provide Monthly, Quarterly, and Annual Preventative Inspections and Maintenance, as well as supply Parts and Repairs as required for its twenty-four (24) Stand-by Backup Generator Sets at various locations throughout the city.

1.1 Generator locations as listed on an attached spreadsheet (page 15a).

1.2 The Planned Maintenance Schedule for 2015 is listed by unit number on an attached spreadsheet (Page 15b and 15c).

2. SCOPE OF WORK:

2.1 Provide monthly and quarterly inspections to determine necessary maintenance, repair or part requirements and perform annual preventative maintenance services to keep equipment operational within OEM specifications. Prices quoted herein shall include all labor, supervision, equipment, tools, supplies (unless stated differently), insurance, licenses, travel and all other items necessary to accomplish this Scope of Work. Services are to be conducted on-site and coincide with the planned Maintenance/Inspection schedule attached or as requested during the contract term and shall include, but not limited to, the following:

Monthly/Quarterly Requirements:

2.1.1 Check air filters and clean or replace as required (replacement requires authorization from PW Building Maintenance personnel). Replacement Air filters shall be billed separately.

2.1.2 Check oil levels, oil pressure, coolant levels and coolant temperature.

2.1.3 Inspect, clean terminal connections, check fluid levels and hydrometer or load test Batteries.

2.1.4 Check battery charger for proper operation.

2.1.5 Inspect block heater for proper operation.

2.1.6 Inspect all belts, hose, clamps, wiring, and connections.

2.1.7 Inspect units for oil, coolant, fuel level, and fuel leaks.

2.1.8 Run unit without load to check for proper operation.

2.1.9 Check and record voltage and frequency output.

2.1.9.1 Check Automatic Transfer Switch for proper operation.

Annual Requirement will include the monthly/quarterly requirements above, as well as the following:

2.1.10 Change oil, oil filters, fuel/water filters. Oil, oil filters, fuel/water filters shall be provided by the Contractor and included in the bid price.

3. Provide maintenance and repair services, on-site as required, upon request following either a preventative maintenance inspection or resulting from equipment or component failure (labor charges to be at the stipulated flat rate as provided on Quotation Form). Contractor shall provide a detailed description of required repairs including estimate of charges for repair and estimated time required for repair. All repairs require approval by PW Building Maintenance authorized personnel.
4. Supply replacement or spare parts, components, sub-assemblies or supplies, meeting OEM specifications, as required. Contractor shall make available to the City, upon request, a current parts price list.
5. Determine nature and extent, including cost and time of completion, for repairs required to keep equipment operational within OEM specifications. All recommended repair work is subject to approval by the City and at the rates provided on the Quotation Form.
6. Upon completion of each inspection/maintenance completed, Contractor shall submit a checklist of each item/function inspected along with test/inspection results of each.

City of Springfield Back-Up Generators / 2015

Generator Sites	Eqp #	Fuel	Make	Model	Address Locations	Purchase / Install Date	Engine Size	Horse Power
Fire Station #1	8398	CNG	Kohler	20RZ	720 W. Grand	1987	Ford / 4 Cyl.	41 H.P.
Fire Station #2	8092	CNG	Onan	15JC3CR	608 W. Commercial	1987	Onan / 4 Cyl.	
Fire Station #3	8383	CNG	Generac	90A03294-S	205 N. Patterson	January 1, 1991	GM / V-8	
Fire Station #4	8120	CNG	Kohler	20RZ	2423 N. Delaware	January 12, 1990	Ford / 4 Cyl.	41 H.P.
Fire Station#5	8472	CNG	Kohler	30RZ62	2750 W. Kearney	1997	Ford / 6 Cyl.	
Fire Station #6 / South Police	8526	Diesel	Kohler	135	2620 W. Battlefield	November 1, 2002	John Deere 6 / Cyl.	382 H.P.
Fire Station #7	8121	CNG	Kohler	20RZ	2129 E. Sunshine	January 12, 1990	Ford / 4 Cyl.	41 H.P.
Fire Station #8	8058	CNG	Kohler	30RZ62	1405 S. Scenic	1997	Ford / 6 Cyl.	
Fire Station #9	8057	CNG	Kohler	45RZ62	450 W. Walnut Lawn	1997	Ford / 6 Cyl.	
Fire Station #10	8323	CNG	Pavid	G18H1	2245 E. Primrose	1989	Ford / 4 Cyl.	41 H.P.
Fire Station #11	8473	CNG	Kohler	30RZ62	4940 S. Fremont	1997	Ford / 6 Cyl.	
Fire Station #12	8637	CNG	Katolight	NI130FPG4	2455 S. Blackman Rd.	April 8, 2008	GM 8.1 Liter / V-8	198 H.P.
Busch Municipal Building	8544	CNG	Generac 2000	2115860400	840 N. Boonville	2000	GM 5.71 Liter	
Emergency Communication / 911	8075	Diesel	Cummins	NT-855-G/GS/GC	319 E. Chestnut Expy	1990	Cummins / 6 Cyl.	325 H.P.
Police Headquarters	8579	Diesel	Olympian	D200P4	321 E Chestnut Expy	2005	International / 6/Cyl.	
Street Maintenance	8101	CNG	Katolight	SEN80FPG4	1111 W. Chestnut Expy	October 26, 2005	GM 8.1 Liter / V-8	198 H.P.
Service Center Garage	8211	CNG	Cummins	GGLA7536005E	1111 W. Chestnut Expy	June 30, 2010	GM 8.1 Liter / V-8	198 H.P.
Service Center Fueling Depot	8592	CNG	Generac	QT02525	1111 W. Chestnut Expy	October 21, 2007	Misubish / 4 Cyl.	92 H.P.
Transpartation Management Center	8647	CNG	Cummins	115GGLA753600	1107 W. Chestnut Expy	February 18,2011	GM 8.1 Liter / V-8	198 H.P.
HEER'S Parking Garage	8636	Diesel	Caterpillar	C4.4	230 N. Campell Avenue	April 1, 2008	Caterpillar / 4 Cyl.	140 H.P.
College Station Parking Garage	8593	Diesel	Caterpillar	C4.4	420 W. College Street	November 29, 2007	Caterpillar / 4 Cyl.	140 H.P.
South District Police / Fire Training	8039	Diesel	Cummins	300DQHAB-7587919	2620 W. Battlefield	May 5, 2012	GM 10.8 Liter / 6 Cyl.	470 H.P.
Waste Water Operations	8737	CNG	Generac	QT15068ANAC	1216 W. Nichols	October 23,2013	Ford V-10 / 6.8 Liter	360 H.P.
Traffic Operations	8736	CNG	Generac	62470	1134 W. Nichols	September 19,2013	Generac14KW/990	18 H.P.

**PREVENTIVE MAINTENANCE SCHEDULE FOR GENERATORS
FOR THE PERIOD 1/1/15 THROUGH 12/31/15**

UNIT #:	LOCATION:	PLANNED MAINTENANCE:
8398	FS #1	1 Inspection with full service 3 additional inspections
8092	FS #2	1 Inspection with full service 3 additional inspections
8383	FS #3	1 Inspection with full service 3 additional inspections
8120	FS #4	1 Inspection with full service 3 additional inspections
8472	FS #5	1 Inspection with full service 3 additional inspections
8526	FS #6/South PD	1 Inspection with full service 11 additional inspections
8121	FS #7	1 Inspection with full service 3 additional inspections
8058	FS #8	1 Inspection with full service 3 additional inspections
8057	FS #9	1 Inspection with full service 3 additional inspections
8323	FS #10	1 Inspection with full service 3 additional inspections
8473	FS #11	1 Inspection with full service 3 additional inspections
8637	FS #12	1 Inspection with full service 3 additional inspections
8544	Busch Building	1 Inspection with full service 11 additional inspections

**PREVENTIVE MAINTENANCE SCHEDULE FOR GENERATORS (CONTINUED)
FOR THE PERIOD 1/1/15 THROUGH 12/31/15**

UNIT #:	LOCATION:	PLANNED MAINTENANCE:
8075	CIS (Old 911)	1 Inspection with full service 11 additional inspections
8579	Police HQ	1 Inspection with full service 3 additional inspections
8101	Street Maintenance	1 Inspection with full service 3 additional inspections
8211	Service Center Garage	1 Inspection with full service 3 additional inspections
8592	S.C. Fueling Depot	1 Inspection with full service 3 additional inspections
8647	Transportation Mgmt.	1 Inspection with full service 11 additional inspections
8636	Heers Parking	1 Inspection with full service 3 additional inspections
8593	College Station Parking	1 Inspection with full service 3 additional inspections
8039	South PD/Fire Training	1 Inspection with full service 11 additional inspections
8736	Traffic Operations	1 Inspection with full service 3 additional inspections
8737	Waste Water	1 Inspection with full service 3 additional inspections

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #074-2015**

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	UNIT #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED AMOUNT
1.	8938	Quarterly Inspections	3	\$ _____	\$ _____
		Annual Inspection	1	\$ _____	\$ _____
2.	8092	Quarterly Inspections	3	\$ _____	\$ _____
		Annual Inspection	1	\$ _____	\$ _____
3.	8383	Quarterly Inspections	3	\$ _____	\$ _____
		Annual Inspection	1	\$ _____	\$ _____
4.	8120	Quarterly Inspections	3	\$ _____	\$ _____
		Annual Inspection	1	\$ _____	\$ _____
5.	8472	Quarterly Inspections	3	\$ _____	\$ _____
		Annual Inspection	1	\$ _____	\$ _____
6.	8526	Monthly Inspections	11	\$ _____	\$ _____
		Annual Inspection	1	\$ _____	\$ _____
7.	8121	Quarterly Inspections	3	\$ _____	\$ _____
		Annual Inspection	1	\$ _____	\$ _____
8.	8058	Quarterly Inspections	3	\$ _____	\$ _____
		Annual Inspection	1	\$ _____	\$ _____
9.	8057	Quarterly Inspections	3	\$ _____	\$ _____
		Annual Inspection	1	\$ _____	\$ _____
10.	8323	Quarterly Inspections	3	\$ _____	\$ _____
		Annual Inspection	1	\$ _____	\$ _____
11.	8473	Quarterly Inspections	3	\$ _____	\$ _____
		Annual Inspection	1	\$ _____	\$ _____

ITEM	UNIT #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED AMOUNT
12.	8637	Quarterly Inspections Annual Inspection	3 1	\$ _____ \$ _____	\$ _____ \$ _____
13.	8544	Monthly Inspections Annual Inspection	11 1	\$ _____ \$ _____	\$ _____ \$ _____
14.	8075	Monthly Inspections Annual Inspection	11 1	\$ _____ \$ _____	\$ _____ \$ _____
15.	8579	Quarterly Inspections Annual Inspection	3 1	\$ _____ \$ _____	\$ _____ \$ _____
16.	8101	Quarterly Inspections Annual Inspection	3 1	\$ _____ \$ _____	\$ _____ \$ _____
17.	8211	Quarterly Inspections Annual Inspection	3 1	\$ _____ \$ _____	\$ _____ \$ _____
18.	8592	Quarterly Inspections Annual Inspection	3 1	\$ _____ \$ _____	\$ _____ \$ _____
19.	8647	Monthly Inspections Annual Inspection	11 1	\$ _____ \$ _____	\$ _____ \$ _____
20.	8636	Quarterly Inspections Annual Inspection	3 1	\$ _____ \$ _____	\$ _____ \$ _____
21.	8593	Quarterly Inspections Annual Inspection	3 1	\$ _____ \$ _____	\$ _____ \$ _____
22.	8039	Monthly Inspections Annual Inspection	11 1	\$ _____ \$ _____	\$ _____ \$ _____
23.	8736	Quarterly Inspections Annual Inspection	3 1	\$ _____ \$ _____	\$ _____ \$ _____
24.	8737	Quarterly Inspections Annual Inspection	3 1	\$ _____ \$ _____	\$ _____ \$ _____
25.		On-Site Repair Labor Rate Not covered by above Maintenance _____per hour			
26.		Off-Site Repair Labor Rate Not covered by above Maintenance : _____per hour			
27.		Materials: OEM authorized parts, components, assemblies and consumables at Source's Current Published List Price less _____% discount.			
28.		Service Response Time: _____hours after request.			
29.	SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____				

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____% _____ Days, Net _____ Days

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #074-2015**

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 #074-2015** FOR **ON-SITE GENERATOR MAINTENANCE, INSPECTION AND REPAIR** 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: _____