



# REQUEST FOR QUOTATION



**RFQ #182-2016**

**THIS IS NOT AN ORDER**

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

Date Issued: April 25, 2016  
Buyer's Email: [kdaniel@springfieldmo.gov](mailto:kdaniel@springfieldmo.gov)  
Telephone Number: 417-864-1621  
Fax Number: 417-864-1927  
**DUE DATE: MAY 5, 2016**

QUOTATIONS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON THURSDAY, MAY 5<sup>th</sup>, 2016**. 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 417-864-1927 or email [purchasingquotes@springfieldmo.gov](mailto:purchasingquotes@springfieldmo.gov).
- 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.

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## DESCRIPTION

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# ANNUAL MAINTENANCE AND TESTING OF IRRIGATION SYSTEMS

*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.*

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**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 or emailed to the Division of Purchases and accepted if the signed quotation form and required information is received prior to the due date and time.

**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/bids](http://www.springfieldmo.gov/bids)

**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  
GENERAL TERMS AND CONDITIONS  
RFQ #182-2016**

1. **TERM:** One year beginning on date of award. The City may, at its option, extend the contract for up to three (3) additional one-year terms.
2. **ESCALATION/DEESCALATION:** Bid prices shall remain firm for a period of one (1) 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. These are estimates only and should not be relied on by the bidder to determine its bid price.
5. **QUESTIONS AND ADDENDUM:** All questions regarding this solicitation must be submitted in writing to the Buyer, Kara Daniel at [kdaniel@springfieldmo.gov](mailto:kdaniel@springfieldmo.gov) by **3:00 p.m. on Friday, April 29, 2016**. The City will issue an addendum addressing all of the questions and concerns on or before **Tuesday, May 3, 2016**.
6. **SUBCONTRACTORS:** No work may be subcontracted without the written approval of the City.
7. **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, and supporting documentation. The City will pay only for work authorized and completed as such work is accepted by the City. The Contractor shall complete and submit to Public Works, an Irrigation Inspection/Repair Checklist for each system outlined on the Bid Quotation Form – Proposal Form. Please see Attachment #1 for a sample Checklist.
8. **TIME OF COMPLETION:** Notwithstanding the term of the Contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in the Contractor's bid.
9. **INVESTIGATION OF CONDITIONS:** Before submitting a bid, Bidders should carefully examine the specifications, visit the site of the work, and fully inform themselves as to all existing conditions and limitations **including verification of measurements and quantities** and shall include in the bid a sum to cover the cost of items of work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or item concerning which such Bidder might have fully informed himself prior to the bidding, and the successful Contractor must employ, so far as possible such methods and means in carrying of his work as will not cause any interruption or interference with any other Contractor.

**Contact Matt Dwyer at 299-3305 to visit the site of work**

10. **ACCEPTANCE OR REJECTION OF BIDS:** The City reserves the right to award the contract to the lowest responsible Bidder and/or to reject any or all bids and to waive technicalities. The City reserves the right to make separate awards for each site or each group of sites. The City may hold bids for a period of thirty (30) days.

11. **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 an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured.** Such notices shall be sent via email to [purchasingquotes@springfieldmo.gov](mailto:purchasingquotes@springfieldmo.gov), faxed to 417-864-1927, or mailed 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 Thirty-Four Thousand, Five Hundred Sixty-Seven Dollars (\$2,734,567.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Ten Thousand, One Hundred Eighty-Five Dollars (\$410,185.00)** 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, Seven Hundred Thirty-Four Thousand, Five Hundred Sixty-Seven Dollars (\$2,734,567.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Ten Thousand, One Hundred Eighty-Five Dollars (\$410,185.00)** 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 by the City of Springfield as listed above. 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.
- E. **Notice:** The Contractor 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.

12. **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. Compliance with bid conditions and specifications
- B. Past Performance
- C. Capability of Bidder to complete the work
- D. Cost

13. **REQUIRED VEHICLE SIGNAGE:** The City shall supply at no additional cost to the awarded Contractor signage to be displayed on work vehicles which states the awarded Contractor is a City of Springfield Public Works Authorized Contractor. This signage shall be displayed at all times while on the job/work site. "Under no circumstances shall signage be displayed when contractor is not providing an on-site service for the City. Signage must be maintained in good condition by the contractor. Any sign which is damaged faded or in disrepair shall be returned and replaced at the request of the City at no charge to the Contractor.



**CITY OF SPRINGFIELD  
SPECIFICATIONS  
RFQ #182-2016**

1. **General:** Provide all labor, materials, transportation, and all other items necessary to perform the specific inspections and work as described herein for existing City irrigation systems.
2. **Locations:** The scope of work covers work to be accomplished at each of the locations listed on the Bid Form – Proposal. Based on prices received, the City may award all locations or a select number of locations.
3. **Scope of Work:** The following services shall be provided for all locations.
  - 3.1 System Activation/Reactivation:
    - 3.1.1 Testing shall be performed at a pre-designated time (typically March - April).
    - 3.1.2 Turn on point of connection.
    - 3.1.3 Close drains and backflow prevention device. Check point of connection for hold of water pressure/leaks (e.g. water or flow meter).
    - 3.1.4 Check operation of zones from controller. Provide written recommendations on controller programming changes as necessary. Install new battery. Replace as-built irrigation system site plan with new copy.
    - 3.1.5 Check sensors (e.g. moisture, rain, temperature, wind).
    - 3.1.6 Turn on all zones. Inspect for needed adjustments. Clean valve filters, head strainers and adjust spray patterns.
    - 3.1.7 Check valves. Adjust flow and pressure as necessary. Check wire connections. Tag/retag valves per as-built irrigation system site plan with Owner’s tags.
    - 3.1.8 Check quick coupler valves for leaks and proper operation.
    - 3.1.9 Check calibration/recalibration fertigation/chemigation as required, if required.
    - 3.1.10 Flush and inspect beginning, middle and end of all drip and micro-emitter lines.
    - 3.1.11 Activate/re-activate pump(s).
    - 3.1.12 Provide written inspection report by location including results of each action, test, check and inspection listed above using “**City of Springfield Public Works Department Irrigation Inspection/Repair Checklist**” report (see the attachment #1 for a sample form).
  - 3.2 Backflow Prevention Device Test:
    - 3.2.1 Testing shall be performed in conjunction with the System Activation/Reactivation testing by an individual certified by the Missouri Department of Natural Resources to perform backflow prevention.
    - 3.2.2 Test backflow prevention device test. Shall be performed by a certified backflow prevention assembly testing in accordance with Code of State Regulation 10 CSR 60-11.010 through .030.

3.2.3 Provide result of each action, test, check and inspection listed above using “**City of Springfield Public Works Department Irrigation Inspection/Repair Checklist**” report (see attachment #1 for a sample form).

3.3 System Check (Mid season check):

3.3.1 Testing shall be performed in the month of July.

3.3.2 Inspect point of connection.

3.3.3 Check controller program. Reprogram as necessary.

3.3.4 Check sensors (e.g. moisture, rain, temperature, wind).

3.3.5 Turn on all zones. Inspect for needed adjustments. Clean valve filters, head strainers and adjust spray patterns.

3.3.6 Check valves. Adjusts flow and pressure as necessary.

3.3.7 Check quick coupler valves for leaks and proper operation.

3.3.8 Check calibration/recalibration fertigation/chemigation as required, if required.

3.3.9 Inspect beginning, middle and end of all drip and micro-emitter lines.

3.3.10 Activate/re-activate pump(s).

3.3.11 Provide results of each action, test, check, and inspection listed above using “**City of Springfield Public Works Department Irrigation Inspection/Repair Checklist**” report (see attachment #1 for a sample form).

3.4 Winterization:

3.4.1 Testing shall be performed ten (10) days after notification by the City of Springfield personnel. FOR SYSTEMS WITH FLOW SENSORS, CONTRACTOR SHALL OBTAIN ‘DUMMY’ FLOW SENSOR CARTRIDGE FROM CITY BEFORE PROCEEDING WITH WINTERIZATION SERVICE.

3.4.2 Turn-off point of connection.

3.4.3 Introduce compressed air downstream of backflow prevention device. **DO NOT EXCEED NORMAL OPERATING PRESSURES INCLUDING DRIP AND MICRO-EMITTER LINES.**

3.4.4 Cycle each zone until clear of water. Remember to check battery-operated and manual valves.

3.4.5 Drain backflow prevention device and drain lines back to point of connection.

3.4.6 Service sensors (e.g. moisture, rain, temperature, wind).

3.4.7 Remove controller battery.

3.4.8 De-activate pump(s).

- 3.4.9 Provide results of each action, test, check, and inspection listed above using “**City of Springfield Public Works Department Irrigation Inspection/Repair Checklist**” report (see attachment for a sample form).
- 3.5 OPTION: System Audit:
  - 3.5.1 Perform in accordance with Irrigation Association Certified Landscape Irrigation Auditor program.
  - 3.5.2 Place catch-cans on grid layout sufficient to ascertain precipitation rate for entire zone. Repeat for each zone.
  - 3.5.3 Adjust controller program, valves and heads/nozzles as necessary.
  - 3.5.4 Repeat placement of catch-cans on grid layout sufficient to re-ascertain precipitation rate for adjustments made to each zone. Repeat for each zone.
  - 3.5.5 Fine tune each zone by making final program, valve and head/nozzle adjustments as necessary.
  - 3.5.6 Calculate base program schedule and water usage budget. Calculate seasonal program schedule(s) and water usage budget based on recommendations for optimum watering based on plant needs and weather history data.
  - 3.5.7 Evaluate actual monthly water usage against water usage budget. Make further adjustments as necessary. Provide written report showing difference between budget and actual water usage.
  - 3.5.8 Provide written recommendations using “**City of Springfield Public Works Department Irrigation Inspection/Repair Checklist**” report (see attachment #1 for a sample form).
- 4. The Contractor shall have either Rain Bird (MDC) or Hunter’s (ACC/IDS) decoder-based, central control system training or equivalent experience.
- 5. **Safety:** All Contractors including subcontractors shall follow all local, state, and federal laws, rules, and regulations regarding safety in inspection and testing of irrigation devices. Existing building and grounds, sidewalks, drives, utilities, and trees shall be protected from damage in the performance of the work. The Contractor shall comply with all local, state, and federal safety rules, regulations, or laws and provide protection necessary to protect persons and property from injury or damages during all stages of work.
- 6. **Repairs:** The contractor shall be required to perform repairs on an as needed-basis and/or after inspection of the system based on the following two service levels:
  - 6.1 Normal Priority - The contractor shall respond to the City’s request for repairs and provide a written quote within two (2) business days of the request. Repairs shall begin with 72 hours of receiving written approval by the City.
  - 6.2 Emergency Priority - The contractor shall respond to the City’s request for repairs and provide a written quote within two (2) hours of the request. Repairs shall begin within twelve (12) hours of receiving written approval by the City. Contractor shall provide Public Works with afterhour’s telephone number.
  - 6.3 The Contractor must receive written authorization from Public Works prior to performing work under this section.

Work shall be performed on the following **Existing City Public Works Irrigation Systems**:

System #	Site Name	Meter Location(s)	Water Meter Number	Controller	Electric Meter for Controller	Controller Communications	Valve Type	Valve Count	Head/Drip Type	Head Count	Drip-line LF
1	Benton Streetscape	625 N Benton	25502 building	Hunter <a href="#">SVC</a>	battery	On-site	Hunter <a href="#">SVC</a>	1	Rain Bird		40
2A	Boonville Streetscape Ph 1 - College Sta/Campbell & Olive Parking Lots	310 N Boonville Ave	601129 irrigation	Rain Bird <a href="#">ESP-LXD</a>	N/A signal vault	<a href="#">IQ NCC-GP GPRS/Cellular Cartridge</a>	Rain Bird	25	Rain Bird 1800/MPR & LD	43	1800
2B	Park Central Mall - Park Central Square & Park Central East & West	East side of Square & south of the fountain	20603126 facility				200-PGA	13	Rain Bird 1800/MPR & LD	75	1000
2C	Campbell Streetscape	311 S Campbell corner)	400138 irrigation				-	2	Rain Bird LD		500
3	Broadway & C-St	1800 N Broadway	601216 irrigation	Hunter <a href="#">SVC</a>	battery	On-site	Hunter <a href="#">SVC</a>	1	Rain Bird LD		12
4A	Boonville Streetscape Ph 2	416 N Boonville Ave	401355 irrigation	Rain Bird <a href="#">ESP-LXD</a>	194429 utility pole	<a href="#">IQ NCC-GP GPRS/Cellular Cartridge</a>	Rain Bird <a href="#">100-DV</a>	8	Rain Bird LD		140
4B	Boonville Streetscape Ph 4						-	4			250
4C	Mill Streetscape						-	1			150
5A	C-St & Jefferson Ave Footbridge Plz Boonville Streetscape Ph 1 N	345 E Commercial St	10091 irrigation	Rain Bird <a href="#">ESP-LXD</a>	N/A lighting panel	<a href="#">IQ NCC-GP GPRS/Cellular Cartridge</a>	Rain Bird <a href="#">100-DV</a>	12	Rain Bird 1800 & LD	96	335
5B	Boonville Streetscape Ph 2 N			-	Rain Bird 100-DV		2	Rain Bird LD	189		
5C	C-St Streetscape Ph 4				Rain Bird 100-DV		0	Rain Bird LD	460		
6	Fire Station #8 <b>INACTIVE</b>	1405 S Scenic Ave	22092 building	Rain Bird <a href="#">ESP16-LX Plus</a>	N/A building	On-site	Rain Bird <a href="#">100-DV</a>	13	Rain Bird 1800	215	280
7	Government Plaza - Busch Building / Parking Lot	840 N Boonville Ave	400119	Rain Bird <a href="#">ESP-LXD</a>	N/A	IQ NCC-GP EN Ethernet	Rain Bird	21	Rain Bird	216	1500
8	Government Plaza - Environmental Services	320 E Central St	400550 building	Rain Bird <a href="#">ESP8-MC</a>	N/A building	On-site	Rain Bird <a href="#">100-PEB</a>	4	Rain Bird 1800/MPR & LD	36	100
9	Government Plaza - Memorial Park	218 E Central St	20391 building	Rain Bird <a href="#">ESP12-MC</a>	N/A building	On-site	Rain Bird <a href="#">100-DV</a>	4	Rain Bird 1800, LD	50	N/A

10	<b>Grand St Parkway - Medians from Grant to Kansas Ave</b>	820, 1200, 1501, 1651 W Grand	22033, 26091, 10135, 22090	Rain Bird <a href="#">ESP-LXD</a>	N/A signal vault	IQ NCC-GP GPRS/Cellular	Rain Bird <a href="#">100-DV</a>	24	Rain Bird 1800/MPR & LD	590	4700
11	<b>Hazelwood Cemetery Office</b>	1642 E Seminole St	9027844 facility	Rain Bird <a href="#">ESP6si</a>	N/A building	On-site	Rain Bird <a href="#">100-DV</a>	4	Rain Bird LD		500
12	<b>Health Department Westside Immunization Center</b>	660 S Scenic Ave	32030 facility	Rain Bird <a href="#">ESP8si</a>	N/A building	On-site	Rain Bird <a href="#">100-DV</a>	4	Rain Bird 1800, LD	67	41
13	<b>Norton Rd &amp; State Hwy 13 Gateway</b>	1700 W Norton Rd	400156 irrigation	Rain Bird <a href="#">ESP-LXD</a>	N/A traffic vault	<a href="#">IQ NCC-GP GPRS/Cellular Cartridge</a>	Rain Bird <a href="#">100-DV</a> -	10	Rain Bird LD		5800
14	<b>Parks/Public Works Coop Nursery</b>	2400 S Scenic Ave	33144 facility	Hunter <a href="#">SVC</a>	N/A	On-site	Rain Bird <a href="#">100-DV</a>	14	Rain Bird LD		6100
15	<b>Police South District Sta/Fire Sta #6</b>	2620 W Battlefield Rd	601350 irrigation	Rain Bird <a href="#">ESP 16-LX Plus</a>	N/A building	On-site	Rain Bird <a href="#">100-DV</a>	16	Rain Bird 1800	215	315
16	<b>Public Works Op Ctr Public Works Op Admin</b>	1111 W Chestnut Exp 948, 1010 W Chestnut St	400488 facility 27468 irrigation	Rain Bird <a href="#">ESP-LXD</a>	N/A building	<a href="#">IQ NCC-EN Ethernet Cartridge</a>	Rain Bird <a href="#">100-DV</a> - <a href="#">200-PGA</a>	25	Rain Bird 1800, 5000, LD	156	220
17A	<b>Trafficway Streetscape</b>	820 E Trafficway St	400250 irrigation	Rain Bird <a href="#">ESP-LXD</a>	N/A signal vault	<a href="#">IQ NCC-EN Ethernet Cartridge</a>	Rain Bird <a href="#">100-DV</a>	16	Rain Bird LD		10000
17B	<b>National &amp; Trafficway The Commons &amp; Walgreens</b>	401 N National Ave	20601020 irrigation				Rain Bird -	22	Rain Bird LD	354	765
18	<b>Walnut Lawn Parkway Ph 1 Medians Main to Parkhill Ave</b>	609, 918 W Walnut Lawn	22045, 10251 irrigation	Rain Bird <a href="#">ESP-LXD</a>	N/A building	IQ NCC-GP GPRS/Cellular	Rain Bird <a href="#">100-DV</a>	21	Rain Bird/Hunter 1800/MPR, 5000, LD	208	2800
19	<b>Commercial Ph 5</b>	Washing and Commercial NE		<a href="#">Hunter</a>	N/A	On Site	<a href="#">Hunter</a>	6	Rain Bird		9,007
20	<b>Main Streetscapes</b>	College and Main		<a href="#">Hunter</a>	N/A	On Site	<a href="#">Hunter</a>	2	Rain Bird		1,012

\*Some areas of system not inventoried

**CITY OF SPRINGFIELD  
CONTRACT CONDITIONS  
RFQ #182-2016**

1. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to 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.
2. **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 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. 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.
3. **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.
4. Any reports, data, or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.
5. **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.
6. **Contract Documents:** The agreement between the City of Springfield and the Contractor shall consist of (1) The Purchase Order which embodies the requirements contained herein, (2) the Request for Quotation, and any addenda thereto and, (3) the bid 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 in the Invitation for Bid and addenda thereto shall govern over the Contractor's Proposal and addenda 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 Invitation for Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.

7. **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.
8. The Contractor agrees and understands that the City of Springfield's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Springfield agrees that an approval of a substitution will not be unreasonably withheld.
9. **General Independent Contractor Clause:** This agreement does not create an employees/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 Contributions 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.
10. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.
11. **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 351.570 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.
12. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any

employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

b. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

13. 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.

14. **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 relation between any subcontractor and the City or between any subcontractors.

15. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Springfield within ten (10) days of the date of receipt of the 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 insurance. Such notices shall be mailed, return receipt requested to:

Mr. Michael Bell  
Acting Purchasing Agent  
City of Springfield  
218 E. Central  
Springfield, MO 65802

16. **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.
  - 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.
17. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.
18. **Entire Agreement:** This agreement, including the terms and conditions contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto.
19. **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.
20. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

**CITY OF SPRINGFIELD  
 QUOTATION FORM – PROPOSAL  
 RFQ #182-2016**

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.

System #	Site Name	A - System Activation	B - Backflow Prevention Device Test	C - Mid-Season System Check	D - Winterization	Extended Total	E - Alternate: System Audit
1	<b>Benton Streetscape</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2A	<b>Boonville Streetscape Ph 1 - College Station/Campbell &amp; Olive Parking Lots</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2B	Park Central Mall - Park Central Square Park Central East & West	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2C	Campbell Streetscape	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3	<b>Broadway &amp; C-St</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	<b>Boonville Streetscape Ph 2</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Boonville Streetscape Ph 4	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4	Mill Streetscape	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5A	<b>C-St &amp; Jefferson Ave. Footbridge Plz</b> Boonville Streetscape Ph 1 N	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

System #	Site Name	A - System Activation	B - Backflow Prevention Device Test	C - Mid-Season System Check	D - Winterization	Extended Total	E - Alternate: System Audit
5B	Boonville Streetscape Ph 2 N	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5C	C-St Streetscape Ph 4	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6	<b>Fire Station #8***</b> INACTIVE	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7	<b>Government Plaza - Busch Building</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8	<b>Government Plaza - Environmental Services</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9	<b>Government Plaza - Memorial Park</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10	<b>Grand St. Parkway</b> - Medians from Grant to Kansas Ave.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11	<b>Hazelwood Cemetery Office</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12	<b>Health Department Westside Immunization Center</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13	<b>Norton Rd &amp; State Hwy 13 Gateway</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
14	<b>Parks/Public Works Coop Nursery</b> (east back part of property)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15	<b>Police South District Station/Fire Station #6</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
16	<b>Public Works Op Ctr</b> Public Works Op Admin	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
17A	<b>Trafficway Streetscape</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

System #	Site Name	A - System Activation	B - Backflow Prevention Device Test	C - Mid-Season System Check	D - Winterization	Extended Total	E - Alternate: System Audit
17B	National & Trafficway* The Commons & Walgreens	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
18	<b>Walnut Lawn Parkway Ph 1</b> Medians from Main to Parkhill Ave.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
19	<b>Commercial Phase 5 **</b> Benton and Washington	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20	<b>Main Streetscape**</b>						
21	<b>College and Broadway**</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Totals</b>		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

\* Bid Only at this time

\*\* Bid Only at this time - Possible future addition

\*\*\* Bid Only at this time - Currently inactive system

**Repairs:**

Hourly Rate during Regular Business Hours \$ \_\_\_\_\_ / Hr

Replacement Parts \_\_\_\_\_ % discount From Manufacturer's List Price

Specify Regular Business Hours \_\_\_\_\_

Hourly Rate Non-Regular Business Hours \$ \_\_\_\_\_ / Hr

Specify Non-Regular Business Hours \_\_\_\_\_

**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](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

**AFFIDAVIT OF COMPLIANCE  
RFQ #182-2016**

To be submitted with vendor's Bid

\_\_\_\_\_ We DO NOT take exception to the RFQ Documents/Requirements.

\_\_\_\_\_ We TAKE exception to the RFQ Documents/Requirements as follows:

Specific exceptions are as follows:

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I have carefully examined the Request for Quotation and agree to abide by all submitted pricing, delivery, terms and conditions of this Quotation unless otherwise stipulated herein.

Company Name \_\_\_\_\_

By \_\_\_\_\_  
(Authorized Person's Signature)

\_\_\_\_\_  
(Print or type name and title of signer)

Company Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Email \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

DBE Vendor (Yes/No): \_\_\_\_\_ Minority Owned: \_\_\_\_\_  
Women Owned: \_\_\_\_\_  
Veteran Owned: \_\_\_\_\_

**CITY OF SPRINGFIELD  
STATEMENT OF "NO QUOTATION"  
RFQ #182-2016**

**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 **RFQ #182-2016** FOR **ANNUAL MAINTENANCE AND TESTING OF IRRIGATION SYSTEMS** 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: \_\_\_\_\_