



**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES**

**REQUEST FOR PROPOSAL NO. 123-2017**

**MUNICIPAL COURT SOFTWARE SYSTEM**

**RFP Due Date:** 3:00 P.M. on Monday, April 3, 2017

**Location:** Division of Purchases, 218 E. Central, Springfield, MO 65802

**Buyer:** Kara Daniel                      **Email:** kdaniel@springfieldmo.gov

**Phone:** 417-864-1621                      **Fax:** 417-864-1927

---

Proposals will be received by the Division of Purchases at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Consultants are strongly encouraged to carefully read the entire Request for Proposal.

February 16, 2017  
Issue Date

**CITY OF SPRINGFIELD, MISSOURI**  
**STANDARD INSTRUCTIONS TO OFFERORS AND CONDITIONS OF REQUEST FOR PROPOSAL**

**1. PREPARATION OF PROPOSALS:**

- A. Offerors are expected to examine the scope of services, delivery schedule, requirements, and all instructions of the Request for Proposal. Failure to do so will be at Offeror's own risk. In case of a mistake in extension, the unit price(s) will govern.
- B. Any manufacturer's name, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The Offeror may propose any brand which meets or exceeds the specification for any item. If Proposals are based on equivalent products, indicate on the Proposal the manufacturer's name and model number. The Offeror shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the Proposal forms.
- C. All supplies and equipment offered in the Proposal must be new and of current production unless the Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.
- D. For supplies and equipment offered, firm fixed prices shall be submitted in the Proposal and shall include all packing, handling and shipping charges.
- E. Unless otherwise indicated, prices quoted shall be firm for acceptance for one hundred twenty (120) calendar days from Proposal opening and for the specified contract period.
- F. The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Missouri tax ID #12493651.

**2. SUBMISSION OF PROPOSALS:**

- A. A Proposal submitted by an Offeror must (1) be manually signed by the authorized agent of the Offeror on the Division of Purchases Request For Proposal Affidavit of Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; with one (1) original and the specified number of copies of the Proposal; (5) include a security deposit if one is required; and (6) be delivered to the Division of Purchases and officially time stamped no later than the exact time and date specified in this Request For Proposal.
- B. The sealed envelope or container containing a Proposal should be clearly marked on the outside with (1) the official Request for Proposal number and (2) Offeror's name and address.
- C. Do not submit Proposals in response to other solicitations in the same sealed envelope. If more than one Proposal is submitted in the same container, your Proposal may be rejected as non-responsive.

**3. LEGAL NAME AND SIGNATURE:** Proposals shall clearly indicate the legal name, address, and telephone number, fax, and email address of the Offeror (company, firm, corporation, partnership, or individual). Proposals 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 legally bind the company to the submitted Proposal. Failure to properly sign the Proposal form shall invalidate same, and it shall not be considered for award.

**4. MODIFICATIONS, CORRECTIONS, OR WITHDRAWAL OF PROPOSALS:**

- A. Proposals may be modified or withdrawn by written notice received prior to the official due date and time specified. A Proposal may also be withdrawn or modified in person by the Offeror or their authorized representative provided proper identification is presented before the official due date and time. Verbal phone requests to withdraw or modify a Proposal will not be considered.
- B. 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 Proposal.
- C. After the official due date and time, no Proposal may be modified.

**5. CLARIFICATION AND ADDENDA:** Each Offeror shall examine the Request for Proposal 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 Proposal shall be made through the Division of Purchases in writing. 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 Offeror, prior to submitting their Proposal, 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 Proposal at: [www.springfieldmo.gov/bids](http://www.springfieldmo.gov/bids).

**6. RESPONSIVE AND RESPONSIBLE OFFEROR:** To be considered a responsive Offeror, the Offeror shall submit a Proposal which meets the minimum requirements set forth in the Request for Proposal. To be a responsible Offeror, the Offeror shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

**7. RESERVED RIGHTS:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Offeror's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, past performance records, and any additional documentation as deemed necessary by the City.

**8. THE RIGHT TO AUDIT:** The Offeror 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 Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

**9. RIGHT TO PROTEST:** Appeals and remedies are provided for in the Springfield City Code and Purchasing Manual. Protestors shall seek resolution of their complaints with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after the award information is posted publically on the City's website.

10. **ETHICAL STANDARDS:** With respect to this RFP, if any Offeror violates or is a party to a violation of the general ethical standards of the City Procurement Code and Purchasing Manual or the State of Missouri Statutes, such Offeror may be disqualified from furnishing the goods or services for which the Proposal is submitted and shall be further disqualified from submitting any future Proposals. A copy of the City's General Ethical Standards is available at the Division of Purchases.

11. **COLLUSION:** By offering a submission to this Request for Proposal, the Offeror certifies it has not divulged, discussed, or compared the Proposal with other Offerors and has not colluded with any other Offeror or parties to this RFP whatsoever. Also, the Offeror certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFP:

- 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 Offeror or with any competitor.
- B. Any prices and/or cost data for this Proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the scheduled official due date directly or indirectly to any other Offeror or to any competitor.
- C. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- D. The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal 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.

12. **CONTRACT FORMS:** Any agreement, contract, or purchase order resulting from the acceptance of a Proposal shall be on forms either supplied by or approved by the City.

**13. LIABILITY AND INDEMNITY**

- A. In no event shall the City be liable to the Offeror 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 Offeror 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 Offeror hereby assuming full responsibility for relations with sub-contractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Offeror.
- C. The Offeror 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.

14. **RFP FORMS:** Unless otherwise specified, Offerors must use the Request for Proposal Bid Form furnished by the City. Failure to do so shall be grounds for rejection of the proposal.

15. **PAYMENT TERMS:** Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable. If an Offeror 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.

16. **QUALITY GUARANTY:** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the Offeror represents to the City, the Offeror shall pick up the product from the City at no expense. Also, the Offeror shall refund to the City any money which has been paid for same. The Offeror will be responsible for attorney fees in the event the Offeror defaults and court action is required.

17. **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.

18. **REGULATIONS:** It shall be the responsibility of each Offeror to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

19. **PROPOSAL OPENING:** A public opening shall take place at the date and at the time specified on the Proposal form. Only the name of the Offerors that submitted Proposals will be read aloud. All other information shall remain confidential during the evaluation process. After a fully executed contract is in place, Offeror's may request a debriefing and Proposal files may be examined during normal working hours by appointment.

**20. AWARDS:**

- A. Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the Proposal. 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; to reject any and all Proposals or to waive any minor irregularity of technicality in Proposals received.
- C. Award will be made based upon Evaluation Committee recommendation after Proposals have been scored based upon award criteria specified herein.
- D. Each Proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Offeror and the City; and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted Proposal and detailed specifications.

21. **BUDGETARY CONSTRAINTS:** The City reserves the right to reduce or increase the quantity, retract any item and/or service from the Proposal, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

**22. ORDER OF PRECEDENCE:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Offerors, shall take precedence.

**23. AFFIDAVIT FOR SERVICE CONTRACTS:** The Offeror 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 RFP and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFP, knowingly employ, or subcontract with, any person who is an unauthorized alien.

**24. OPEN COMPETITION:** It is the intent and purpose of the Division of Purchases that the Request for Proposal process permits free and open competition. However, it shall be the Offeror's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a Proposal. The notification should be received by the Division of Purchases at least ten calendar days prior to the specified Request for Proposal due date and time.

**CITY OF SPRINGFIELD, MISSOURI  
STANDARD TERMS AND CONDITIONS OF PURCHASE**

A. This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

B. **QUANTITIES:** The City of Springfield assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Offeror's expense.

C. **DELIVERY:** Time is of the essence of this order. If deliveries or completion time are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Offeror liable for any re-procurement costs.

D. **SHIPMENT:** Deliveries shall be FOB: Destination to the City of Springfield unless otherwise specified.

E. **INVOICES:** An invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of items or services furnished. All invoices must be received within one year of completion of project or receipt of goods by the City or any possible payment is forfeited.

F. **INSPECTION AND ACCEPTANCE:** No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Offeror herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Offeror's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

G. **WARRANTY:** Offeror expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

H. **PATENTS:** Offeror guarantees that the sale or use of the articles described herein will not infringe upon any U. S. or foreign patent and Offeror covenants that it will, at its own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Offeror agrees to pay all costs, damages and profits recoverable in any such suit.

I. **BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Offeror, or in the event of breach of any of the terms hereof including the warranties of the Offeror, City may cancel this contract or affirm the contract and hold Offeror responsible in damages.

J. **COMPLIANCE WITH APPLICABLE LAWS:** The Offeror warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended. All applicable laws and Springfield City Code and Purchasing Manual will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations, Policies and Purchasing Manual.

K. **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Offeror without City's written consent or any attempted assignment without such consent shall be void.

L. **TERMINATION OF CONTRACT:** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Offeror or by any of its Sub-contractors, in the sole judgment and discretion of the City. In the event of such termination, the Offeror shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Offeror will be liable for excess costs occasioned thereby.

M. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances or work under this contract, the Offeror agrees to comply with the Fair Labor Standard Act, Fair Employment Practices law, the Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

N. **PROVISIONS BY LAW DEEMED INSERTED:** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

O. **PERFORMANCE BONDS:** If required, as a condition for the award of a contract, the amount of a performance bond will be described in the Request for Proposal at the time of issuance. The performance bond must be issued for the amount specified by a surety company, or secured with a certified check, cash, or cashier's check. No personal or company-check is acceptable.

P. **ASSIGNMENT:** The Offeror 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 Offeror 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

**CITY OF SPRINGFIELD**  
**1.0 SCOPE OF WORK**  
**RFP #123-2017**

**1.1 PURPOSE:** The City of Springfield Municipal Court is requesting proposals from legal case management software firms interested in providing a service and electronic product that assists with maintaining the official record of the municipal court. This service and product shall provide for fileless and electronic processing of case management activity that can be managed and maintained under direct control of the court staff. The City estimates the use of 50 user licenses.

**1.2 BACKGROUND:** The City of Springfield Municipal Court currently maintains the official court record in paper format. The court utilizes an in house case management system (CMS) based on an IBM AS400 system currently storing 1.4 million citation records. The municipal court staff consists of 25 staff members of judges, bailiffs, clerks, court administrator, IT manager, accounting manager, and probation officers. The City of Springfield prosecutor officer is a division of the City Law Department and supports a staff of nine attorneys, paralegals and support staff. The municipal court receives prosecutor filed citations that can range from 30,000 – 70,000 per year. Both the court and prosecutors utilize the same case management system for court filing. Missouri Court Operating Rule 4 states that the official record is required to be maintained in paper format or in one of the following approved media: microfilm or microfiche, approved electronic data processing, or other means as approved by the Supreme Court. The Missouri Supreme Court, State Judicial Records Committee provides a list of approved software vendor systems that meet the Court Operating Rule 4 standard. The City of Springfield Municipal Court proposes to invest in an electronic case management system provided by a vendor from the approved records committee list.

**1.3 REQUIREMENTS:** The Municipal Court is mandated by the City of Springfield City Manager’s office to seek these minimum requirements in any approved proposal:

- 1.3.1 Approved CMS must integrate electronic, fileless case management of court records for the following areas: court, prosecution, probation.
- 1.3.2 Approved CMS must interface with Springfield Police Department electronic ticketing program (Niche) to prosecutor module for pre-filing processes.
- 1.3.3 Approved CMS must provide for historical records conversion from current court case management system.
- 1.3.4 Approved CMS must provide for scanning of documents to promote a fileless environment that complies with the Missouri Judicial Records Committee standards.
- 1.3.5 Approved CMS must provide for a prosecutor module as described in the attached system requirements document.
- 1.3.6 Approved CMS must provide for a court module as described in the attached System Requirements Document.
- 1.3.7 Approved CMS must provide for a probation module as described in the attached System Requirements Document.

- 1.3.8 Approved CMS must provide for both criminal and civil proceeding processing as described in the attached System Requirements Document.
- 1.3.9 Approved CMS must provide for process interface and website access, and other IT automation as described in the attached System Requirements Document.
- 1.3.10 Approved CMS must meet the following PCI DSS Compliance requirements:
  - 1.3.10.1 Functionality and Certifications:
    - 1.3.10.1.1. The Vendor and any hardware/software must be PCI Certified (documentation of certification must be supplied with proposal).
      - 1.3.10.1.1.1. The provider must provide documentation of PCI certification on an annual basis.
      - 1.3.10.1.1.2. The provider must sign a written agreement as required by the current PCI Data Security Standards and must update the written agreement as required by future changes to PCI standards.
    - 1.3.10.1.2. The City of Springfield bids out its merchant card services. Vendor must be compatible with merchant processor either directly or through a gateway. Current merchant card provider is Elavon.
    - 1.3.10.1.3. Must work with credit card machines that are EMV (chip-and-pin) compatible.
  - 1.3.10.2 SERVICE PROVIDER must recognize that the City is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and SERVICE PROVIDER must possess, handle, will have access to, process, transmit, and/or store cardholder data in the performance of services provided to the City, and therefore will be considered a service provider under Requirement 12.8 of the PCI DSS; and Requirement 12.8.2 of the PCI DSS requires the City to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses, handles, has access to, processes, transmits, and/or stores on behalf of the City; and Requirement 12.8.4 of the PCI DSS requires the City to maintain a program to monitor the service provider's PCI DSS compliance status; therefore
  - 1.3.10.3 SERVICE PROVIDER must be responsible for the security of City payment card data that it possesses, handles, has access to, processes, transmits, and/or stores.
  - 1.3.10.4 SERVICE PROVIDER must comply with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.
  - 1.3.10.5 SERVICE PROVIDER must supply the current status of Service provider's PCI DSS compliance status, and evidence of its most recent validation of compliance upon execution of this Renewal to City. SERVICE PROVIDER must supply to City a new status report and evidence of validation of compliance at least annually.
  - 1.3.10.6 SERVICE PROVIDER must immediately notify the City if it learns that it is no longer PCI DSS compliant and will immediately provide City the steps being taken to remediate the non-

compliance status. In no event should SERVICE PROVIDER's notification to City be later than seven (7) calendar days after Service provider learns it is no longer PCI DSS compliant.

1.3.10.7 SERVICE PROVIDER must acknowledge that its indemnification requirements include indemnification for failure of SERVICE PROVIDER to be and to remain PCI DSS compliant.

**1.4 SYSTEM REQUIREMENTS DOCUMENT:** Posted as a bid attachment, the System Requirements Document outlines all features desired by the City of Springfield Municipal Court. This document is in Excel format and must be filled out and submitted with each proposal.

1.4.1 The document is divided into the following sections:

- 1.4.1.1 IT Specs
- 1.4.1.2 Court Module
- 1.4.1.3 Probation Module
- 1.4.1.4 Administrative – Civil Proceedings
- 1.4.1.5 Prosecutor Module

1.4.2 Information to be provided by the Offeror for each line item on the System Requirements Document is as follows:

- 1.4.2.1 Y = Yes, that the Line # is included in the proposed software and is currently in use in the existing software.
- 1.4.2.2 N = No, that the Line # is not included and cannot be provided by the Offeror.
- 1.4.2.3 C = Comment. Please provide any comments per line item as needed
- 1.4.2.4 3 = If the Line # will be provided by a third party. Please describe and identify in the "Comments" column.

**1.5 IMPLEMENTATION:**

1.5.1 PHASES: The implementation of the proposed software system must be completed in phases. Phases must be identified in the proposal (with completion dates).

1.5.2 PAYMENT: The phase indicated on the System Requirements Document will serve as the City's checklist for progress payments. The City will submit payment upon phase completion contingent on inspection and acceptance by the City's project manager.

1.5.3 TIME OF COMPLETION: Conversion shall take no longer than nine (9) months. The City shall go live with the software system in no longer than twelve (12) months after the issuance of a notice to proceed, with defined roll out phases.



**1.6 SCHEDULE:** The following is the schedule of events which are anticipated by the City for the bidding process. The City may, in its discretion, revise the schedule of events at any time as may be in its best interests:

Publish Request for Proposal	February 16, 2017
Final Questions Due from Offerors	March 2, 2017
City's Response to Questions	March 9, 2017
Proposals Due	April 3, 2017

1.6.1 Following the notification of the successful Offeror, it is expected a contract will be executed between both parties as soon as possible.

**1.7 EXECUTION OF AGREEMENT:** It is anticipated the selection of a successful Offeror will be completed by July 1, 2017. The successful Offeror shall have ten (10 days) after receipt of the Award letter to return all requested documentation as required by the Request for Proposal. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award. The agreement between the City of Springfield and the Contractor shall consist of the (1) the Request for Proposal, (2) the proposal, as accepted, submitted in response to the Request for Proposal, (3) the contract shell, and (4) the award letter. In case of a conflict between the Request for Proposal, the submitted response, the contract shell and the award letter, the Request for Proposal shall govern over all other documents and the award letter shall govern over the submitted response.

**1.8 SUBCONTRACTORS:** Subcontractors or Third Parties are permissible contingent on prior City approval. The Contractor shall require subcontractors to waive standing to sue the City directly, and Contractor shall cause appropriate provisions to be inserted in all subcontracts to require subcontractors to stipulate the same and to waive any right inconsistent therewith. Contractors shall require subcontractors to file any suit alleging misrepresentation in the Plans or Specifications exclusively against the Contractor, which Contractor shall in good faith defend, and Contractor shall not sue the City on behalf of the subcontractor or subcontractor's claims except when Contractor is defendant in a subcontractor's suit, and then only pursuant to the rules of third part practice under Rule 52.11 Missouri Rules of Civil Procedure.

**CITY OF SPRINGFIELD**  
**2.0 GENERAL TERMS AND CONDITIONS**  
**RFP #123-2017**

**Proposal Terms and Conditions:**

The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

- 2.1 Incurred expenses:** This City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.
- 2.2 Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.)
- 2.3 Request for Additional Information:** The proposer shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.
- 2.4 Acceptance/Rejection/Modification to Proposals:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- 2.5 Proposals Binding:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.
- 2.6 Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are open records. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.  
  
All proposals received from proposers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 2.7 Proposer's Certification:** By submitting a proposal, the proposer certifies that he has fully read and understands the proposal method and has full knowledge of the scope and nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Springfield employees or their family members.
- 2.8 Proposer's Qualification:** Proposers must be approved by the State Judicial Records Committee prior to submitting a proposal.
- 2.9 Exceptions:** If the Offeror desires to take exception to any terms, conditions and requirements of the RFP, the Offeror must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.

- 2.10 Late proposals:** Proposals received by the City after the time specified for receipt will not be considered. Offerors shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals. The City of Springfield is not responsible for the United States Postal Service or private couriers in regards to mail being delivered by the specified time so that a Proposal can be considered. All Proposals will be received at the time and place specified and made available for public inspection when a fully executed contract is in place.
- 2.11 Completeness:** All information required by the Request for Proposal must be supplied to constitute a legitimate proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.
- 2.12 Confidential Information:** Information obtained from service providers is considered confidential and should be treated as such by the selected firm. The information must be kept confidential and shall not be disclosed to parties other than the firm's employees on a need-to-know basis for the purposes of this contract.
- 2.13 Contract Terms and Conditions:** See "Contract to be used upon award" which starts on page 16, for Contractual Terms and Conditions required by the City of Springfield.

**CITY OF SPRINGFIELD**  
**3.0 FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS**  
**RFP #123-2017**

In order for the Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straight-forward and concise information as requested.

**3.1 QUALIFICATIONS:**

- 3.1.1 Title Page: The complete legal name, address, Federal ID number or Social Security number, permanent address and telephone number of the Offeror including the name of the person to contact for discussion of the proposal.
- 3.1.2 Table of Contents
- 3.1.3 Letter of Transmittal - Limit to one (1) or two (2) printed pages
- 3.1.4 Overview of the company, including the year founded, office locations, and the number of years you have provided the services specified herein.
- 3.1.5 A description of the Offeror's current staffing, including their role in regards to this project and details as to the experience including prior work on similar projects, resumes, educational qualifications of the individuals that would be primarily responsible for the project.
- 3.1.6 A list of current clients (municipalities) represented by the firm for similar engagements.
- 3.1.7 At least three (3) references including the nature and date of engagement, name, and contact information.

**3.2 TECHNICAL INFORMATION:**

- 3.2.1 Proposals shall have no more than one (1) version of software presented per proposal. Offerors are permitted to submit multiple proposals but only featuring one (1) version of software per proposal.
- 3.2.2 Offeror shall provide sufficient information to indicate the Offeror understands the Scope of Work and to describe how the Offeror will plan, implement, and accomplish the project. Plan must include a time table and specifically identify implementation phases.
- 3.2.3 Specifically discuss how your firm can meet or exceed the requirements set forth in the Scope of Work.
- 3.2.4 System Requirements Document must be filled out and submitted with the proposal.
  - 3.2.4.1 Information to be provided by the Offeror for each line item is as follows:
    - Y = Yes, that the Line # is included in the proposed software and is currently in use in the existing software.
    - N = No, that the Line # is not included and cannot be provided by the Offeror.

- C = Comment. Please provide any comments per line item as needed
- 3 = If the Line # will be provided by a third party. Please describe and identify in the "Comments" column.

3.2.5 Include a sample of a similar project completed by the firm. Confidential information may be redacted.

3.2.6 Please include any and all relevant information that supports the submitted proposal.

**3.3 OFFER AND SCHEDULE OF PROFESSIONAL FEES AND EXPENSES:** All fees and charges that might be assessed should be included in the pricing section of this Request for Proposal. Pricing must include, but is not limited to:

3.3.1 Training – In person training for a minimum of 1-2 weeks with the option for additional weeks. In person training shall have a per week unit price.

3.3.2 Each module listed in the attached System Requirements Document shall be priced for both implementation and annual fees.

3.3.3 Implementation phases shall be identified and priced.

3.3.4 Technical Support

3.3.5 Annual Maintenance Fees

3.3.6 Pricing for both City-hosted and Vendor-hosted. The City will decide which to pursue during proposal evaluations.

**3.4 FORMS AND ATTACHMENTS:**

3.4.1 The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any addenda to the RFP shall be acknowledged on this form. **The Proposal shall be signed by a party authorized by law to bind the Offeror, such as an officer listed on a corporation's filing with the Missouri Secretary of State, an owner, or a managing member of an LLC or partnership.**

3.4.2 **A subcontractor list is required.** The City must know all parties involved in providing the scope of work for this contract. All subcontractors must provide insurance certificates meeting the Insurance Requirements stated in this Request for Proposal.

**3.5 PROPOSAL DUE DATE:** Sealed proposals with one (1) original, five (5) complete paper copies, and one (1) electronic copy on a flash drive (electronic copy must include completed System Requirements Document in both PDF and Excel versions) will be received at the Division of Purchases no later than 3:00 p.m. Monday, April 3, 2017. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

**For Mail or Hand Delivery  
CITY OF SPRINGFIELD, MO  
KARA DANIEL, BUYER  
218 E. CENTRAL  
SPRINGFIELD, MO 65802**

**Submitted envelopes should be marked:**

**“REQUEST FOR PROPOSAL: #123-2017**

- 3.6 ADDENDA:** If it becomes necessary to revise or amend any part of this Request for Proposal, an addendum will be posted on the City’s website at [www.springfieldmo.gov/bids](http://www.springfieldmo.gov/bids).
- 3.7 PROPOSAL EVALUATION PROCESS:** The steps and activities in the proposal process will include the following:
- 3.7.1 A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.
  - 3.7.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.
  - 3.7.3 Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.
  - 3.7.4 The City Purchasing Agent will confer with all responsible proposers who have been short listed and may arrange, if necessary, for interviews/presentations by the short listed firms.
  - 3.7.5 The City Purchasing Agent reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.
  - 3.7.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.
- 3.8 CRITERIA FOR AWARD:** The Selection Committee will evaluate proposals and a recommendation will be made to the Missouri Supreme Court Judicial Records Committee, award is contingent upon approval from the Missouri Supreme Court Judicial Records Committee. Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the firm who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:
- 25% Court Module
  - 15% Probation Module
  - 15% Prosecutor Module
  - 15% File and Records Conversion Process
  - 10% Meeting IT Specifications
  - 10% Cost
  - 10% Technical Support and Training
- 3.8.1 On August 8, 2016, in General Ordinance 6301, City Council voted to amend the Springfield City Code, Chapter 2, Administration, Article VI, Finances, Division 2, Purchasing, Section 2-401, known as the

Purchasing Manual, by amending Subsection 13-3.104.1.(D) to clarify the local preference provision and by deleting Subsections 13-3.105.2 and 13-3.105.3 to remove a conflicting local preference provision. This addenda specifies that when an RFP is evaluated, the score given to Contractors within the Springfield Metropolitan Statistical Area for the criteria of cost shall be increased by 10 percent of the total points possible for cost.

- 3.9 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:** To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided in paragraph (B) below. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).
- 3.9.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the Buyer in writing, by the date set forth in the schedule referenced in 1.6. No inquiries, if received after the scheduled date will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addenda to the RFP which will be posted on the Purchasing website.
- 3.9.2 It will be the responsibility of the proposer to contact the Division of Purchases prior to submitting a proposal to ascertain if any addendas have been issued, to obtain all such addendas, and to acknowledge addenda with the proposal.
- 3.9.3 Successful Offeror will be notified by mail and award information will be posted on the City's website.

CONTRACT NO. \_\_\_\_\_

**City of Springfield**  
**Division of Purchases**  
**218 E Central**  
**Springfield, MO 65802**  
**Ph. 417 864-1620**  
**Fax 417-864-1927**

**Contractor**  
**Company Name**  
**Attn:** \_\_\_\_\_  
**Address** \_\_\_\_\_  
\_\_\_\_\_  
**Ph.** \_\_\_\_\_  
**Fax** \_\_\_\_\_

**MUNICIPAL COURT SOFTWARE SYSTEM AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and \_\_\_\_\_, (type of entity) hereinafter referred to as the "Contractor."

**WITNESSETH:**

**WHEREAS**, the City of Springfield desires to engage the Contractor to render certain vending services hereafter described in Request for Proposal #123-2017 which is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, the Contractor submitted a proposal dated \_\_\_\_\_ which proposal is attached hereto and incorporated herein as **Exhibit B**; and

**WHEREAS**, the Contractor has submitted the best proposal for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as **Exhibit C**;

**NOW, THEREFORE**, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services in strict accordance with the terms of **Exhibit A**, and in accordance with the standard of care, skill and expertise ordinarily used by other members of Contractor’s profession in performing similar services.
2. **Contract Documents.** The agreement between the City of Springfield and the Contractor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any attachments and addendas thereto, (3) the proposal, as accepted, submitted in response to the Request for Proposal, and (4) the award letter. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and addendas thereto shall govern over the Contractor’s Proposal and addendas thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Contractor’s Bid. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.
3. **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 addenda 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.

4. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
5. **Personnel.**
  - a. 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.
  - b. The Contractor represents, in accordance with RSMo statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.
6. **Term.** The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice and shall commence as soon as practicable after the execution of this contract as promised by the Contractor in **Exhibit B**, unless otherwise directed in writing. The initial subscription term of the Agreement shall begin on the date specified in **Exhibit C**. After the initial subscription term, the subscription term shall automatically renew for successive one-year renewal terms, unless either party provides written notice of non-renewal to the other party at least ninety (90) days prior to expiration of the initial subscription term or then current renewal term, as case may be.
7. **Escalation/De-Escalation.** Proposal prices shall remain firm. 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 30 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.
8. **Appropriation of Funds.** In the event funds are not appropriated by the Council of the City of Springfield for any term of the contract, any extension thereto or any 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.

9. **Payment.**

- a. **Conditioned upon acceptable performance.** The City agrees to pay the Contractor in accordance with the prices and terms set forth in **Exhibit B** for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A**.
- b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

10. **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 **Exhibit B**.

11. **Authorization.** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in **Exhibit B**.

12. **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.
- c. **For Change in State Requirements:** If the requirements of the Missouri Supreme Court, Judicial Records Committee, state law, or other regulatory body prohibit the City from using the Contractor, its services, or product, or if those requirements require a change in Contractor's services or product the Contractor is unwilling or unable to make, 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.

**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.

13. **Effect of termination or expiration.** Upon termination, including early termination, for any reason, City will have perpetual rights for all Licenses for which payment has been made in full and all Licenses ordered by City for which it makes payment within thirty days of termination.

14. **Warranty.** During the period of this agreement and subsequent annual renewals, the Contractor warrants that it shall, without additional charge to the City, take action to correct any problems or defects discovered in its software and reported to the Contractor by the City, such warranty to include ongoing maintenance upgrades and technical error correction.

15. **Data Security.** The Contractor shall follow all applicable Missouri Supreme Court rules, all State Judicial Records Committee requirements, and any additional security requirements of the City, and shall require any subcontractors to follow all applicable Missouri Supreme Court rules, all State Judicial Records Committee requirements, and any additional security requirements of the City.

16. **Ownership of Court Data.** City shall retain all ownership of court data and nothing in this agreement shall be interpreted to grant the Contractor any ownership of court data.

17. **Conflicts.**

- a. 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.
- b. 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 Section 105.450 et seq. RSMo. shall not be violated.

18. **Assignment.** The Contractor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications 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.

19. **Confidentiality of Documents, Records, and Data.**

- a. Any reports, data, design 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.
- b. The Contractor acknowledges that some court records or data are confidential or closed under state law. The Contractor shall use confidential or closed records or data only for the purpose of carrying out the provisions of this contract. The Contractor shall be liable for the use of any confidential or closed records or data by its employees, officers, directors, authorized users, and representatives, or subcontractors, and in the event of the discovery of any unauthorized use or disclosure, shall promptly notify the City. The Contractor may only disclose confidential or closed court records or data if required by law. Confidential and closed records or data must be protected during transport across the network and in database files. Contractor shall ensure that any subcontractors comply with this subsection.

20. **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.

**21. 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.

**22. Compliance with Laws.** Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

**23. Nonresident/Foreign Contractors.** The Contractor shall procure and maintain during the life of this contract:

- a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

**24. General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**25. 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 the Subcontractor and the City or between any Subcontractors.

**26. City Benefits.** The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

**27. Liability and Indemnity.** The parties mutually agree to the following:

- 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 hold 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 of any subcontract there under (the Contract or 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.
- g. Intellectual Property Indemnification:
  - i. Notwithstanding anything to the contrary the Contractor shall retain all right, title, and interest in all of the Contractor intellectual property. Customer agrees that it shall not disclose nor verify to any third party any information concerning the Contractor's trade secrets, methods, processes or procedures or any other confidential, financial or business information of the Contractor which it learned during the course of its performance of this Agreement, without the prior written consent of the Contractor.
  - ii. To the extent that either party specifically grants a license and provides the other with tradenames, registered trademarks registered service marks, or other copyrighted material (Collectively "IP"), the providing party agrees to defend and indemnify the other from any liability associated with the use of the IP in the provision of services under this Agreement as set forth below.
  - iii. Through the provision of Services, either party may provide the other with content including content licensed from third parties. Each party warrants to the other that it has the authority and license to provide the other with the content for the use for which it is provided. Further, each party shall defend and indemnify the other from any liability arising from the provision of content.
  - iv. If a claim is made or an action brought alleging that the Software Modules or Intellectual Property (IP) infringes a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, the Contractor

will defend the Customer against such claim and will pay resulting costs and damages finally awarded, and attorney's fees, provided that (i) Customer promptly notifies the Contractor in writing of the claim, (ii) The Contractor has sole control of the defense and all related settlement negotiations, and (iii) Customer cooperates in such defense. The obligations of the Contractor under this Section are conditioned on Customer's agreement that if the Software Module or IP, or the use or operation thereof, becomes, or in the opinion of the Contractor is likely to become, the subject of such a claim, the Contractor may—at its expense—either procure the right for Customer to continue using the Software Modules or IP or, at the option of The Contractor, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Software Modules or IP as contemplated hereunder). If neither of the alternatives is available on terms which are reasonable in the Contractor's judgment, the Customer will return the Software Modules or IP.

- v. If the Contractor gives the Customer notice that it chooses not to defend such claim or attempt to settle such claim on reasonable terms, The Contractor shall be deemed to have elected not to conduct the defense of the subject claim, and in such event the Customer shall have the right to conduct such defense and to compromise and settle the claim without prior consent of the Contractor, and in such case, the indemnity set forth in the first sentence of this paragraph shall apply.

28. **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, faxed to 417-864-1927, or mailed to:

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

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

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out 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 Sixty-Two Thousand, Seven Hundred Eighty-Nine Dollars (\$2,762,789.00)** for all

claims arising out of a single accident or occurrence and **Four Hundred Fourteen Thousand, Four Hundred Eighteen Dollars (\$414,418.00)** for any one person in a single accident or occurrence.

- C. Professional Liability: Technology Errors & Omissions insurance will be carried with a limit of at least One Million Dollars (\$1,000,000.00) per occurrence or glitch. Such coverage shall include content/intellectual property coverage, and security/identity theft coverage. If insurance is written on a claims-made basis, vendor must maintain continuous coverage with a retro-active date prior to the effective date of the contract.
- 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.

29. **Performance Bond.** The Contractor shall furnish a Performance Bond with surety approved by the City and on the forms approved by the City. The bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

30. **PCI DSS Compliance.** SERVICE PROVIDER recognizes that City is required to adhere to the Payment Card Industry Data Security Standard (PCI DSS) promulgated by the PCI Security Standards Council; and SERVICE PROVIDER possesses, handles, has access to, processes, transmits, and/or stores cardholder data in the performance of services provided to the City, and is therefore considered a service provider under Requirement 12.8 of the PCI DSS; and Requirement 12.8.2 of the PCI DSS requires the City to maintain a written agreement that includes an acknowledgement that the service provider is responsible for the security of cardholder data that the service provider possesses, handles, has access to, processes, transmits, and/or stores on behalf of the City; and Requirement 12.8.4 of the PCI DSS requires the City to maintain a program to monitor the service provider's PCI DSS compliance status; therefore

- a. SERVICE PROVIDER agrees that it is responsible for the security of City payment card data that it possesses, handles, has access to, processes, transmits, and/or stores.
- b. SERVICE PROVIDER affirms that, as of the effective date of this [agreement, renewal, addendum], it has complied with or will comply with all applicable requirements to be considered PCI DSS compliant, and has performed the necessary steps to validate its compliance with the PCI DSS.

- c. SERVICE PROVIDER agrees to supply the current status of Service provider's PCI DSS compliance status, and evidence of its most recent validation of compliance upon execution of this Renewal to City. SERVICE PROVIDER must supply to City a new status report and evidence of validation of compliance at least annually.
- d. SERVICE PROVIDER will immediately notify City if it learns that it is no longer PCI DSS compliant and will immediately provide City the steps being taken to remediate the non-compliance status. In no event should SERVICE PROVIDER's notification to City be later than seven (7) calendar days after Service provider learns it is no longer PCI DSS compliant.
- e. SERVICE PROVIDER acknowledges that its indemnification requirements include indemnification for failure of SERVICE PROVIDER to be and to remain PCI DSS compliant.

31. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

32. **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.

33. **Entire Agreement.** This agreement contains the entire agreement of the parties. No modification, addenda, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. **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.

35. **City's Right to Proceed.** In the event this contract is terminated pursuant to Paragraph 17, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.

36. **Delay by the City.** City and Contractor agree that the schedule of services to be provided by Contractor under this agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in the contract documents, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for contract completion but such contract time of completion shall be extended no more than one day for each day of delay caused by the City. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The contract time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than seven (7) days after the beginning of the delay caused by the City.



**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day and year herein stated.

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

\_\_\_\_\_  
David Holtmann, Director of Finance  
or Acting Director of Finance

**APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney or Assistant City Attorney

**CONTRACTOR**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
Tim Killion, City Purchasing Agent  
or Acting City Purchasing Agent

**PERFORMANCE BOND TO BE USED UPON AWARD**

**KNOW ALL MEN BY THESE PRESENTS** that \_\_\_\_\_ as principal and \_\_\_\_\_, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of **FULL Contract amount in words and numbers** \_\_\_\_\_ **Dollars (\$\_\_\_\_\_)** to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

**WHEREAS** the above-named principal did on the \_\_\_\_ day of \_\_\_\_\_, 2017, enter into a contract with the City of Springfield, Missouri, for: **MUNICIPAL COURT SOFTWARE SYSTEM IN ACCORDANCE WITH REQUEST FOR PROPOSAL #123-2017**

**NOW, THEREFORE**, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, its, or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Springfield, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the services, equipment, or software ordered, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

**The principal and surety specifically hereby grant authority to the City of Springfield, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.**

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Greene County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

**IN WITNESS WHEREOF**, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2017, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Surety: \_\_\_\_\_

By: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
City Attorney or Assistant City Attorney

**CITY OF SPRINGFIELD  
AFFIDAVIT OF COMPLIANCE  
RFP# 123-2017**

To be submitted with vendor's Proposal

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

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

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

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

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

**ADDENDA**

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

Bidder acknowledges receipt of the following addendum:

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

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

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

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

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

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

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

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

Email \_\_\_\_\_

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

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

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

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

Women Owned: \_\_\_\_\_

Veteran Owned: \_\_\_\_\_

## **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 \$5,000.00.

**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.** 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**.

**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: \_\_\_\_\_

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***

\_\_\_\_\_

Signature

**01/01/2009**

\_\_\_\_\_

Date

**Verification**

**Department of Homeland Security –Division**

**USCIS Verification Division**

\_\_\_\_\_

Name (Please type or print)

\_\_\_\_\_

Title

***Electronically Signed***

\_\_\_\_\_

Signature

**01/01/2009**

\_\_\_\_\_

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

**CITY OF SPRINGFIELD  
STATEMENT OF "NO PROPOSAL"  
RFP #123-2017**

**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 **RFP NO. 123-2017** FOR **MUNICIPAL COURT SOFTWARE SYSTEM** FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY  
(PLEASE EXPLAIN REASON BELOW)

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

\_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

\_\_\_\_\_ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

\_\_\_\_\_ 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: \_\_\_\_\_