



**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
INVITATION FOR BID #140-2017**

**THIS IS NOT AN ORDER**

**RETURN**

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

Date Issued: March 9, 2017  
Buyer's Email: mbell@springfieldmo.gov  
Telephone Number: 417-864-1594  
Fax Number: 417-864-1927  
**DUE DATE: MARCH 23, 2017**

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**SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO 3:00 P.M. ON WEDNESDAY, MARCH 23<sup>rd</sup>, 2017.** Bids will be opened by the buyer at the location listed above.

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

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

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**DESCRIPTION**

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**JOY COMPRESSOR INSPECTION & REPAIR**

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

DELIVERY: F.O.B. DESTINATION

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

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**CITY OF SPRINGFIELD  
INSTRUCTION TO BIDDERS**

**01. Opening Location**

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

**02. IFB Delivery Requirements**

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

**03. Sealed and Marked**

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

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

**04. Legal Name and Signature**

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

**05. Corrections**

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

**06. Clarification and Addenda**

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

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

**07. IFB Expenses**

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

**08. Irrevocable Offer**

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

**09. Responsive and Responsible Bidder**

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

**10. Reserved Rights**

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

**11. The Right to Audit**

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

**12. Applicable Law**

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

### **13. Right to Protest**

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

### **14. Ethical Standards**

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

### **15. Collusion**

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

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

### **16. Contract Forms**

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

### **17. Liability and Indemnity**

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

### **18. IFB Forms, Exceptions, Alternates**

Bids must be submitted on attached City IFB forms, however additional information may be attached. Bidders must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render a bidder's bid non-responsive and may remove it from consideration for award (depending on the bidder's noted exceptions).** All exceptions will be reviewed on a case by case basis. If no exceptions are noted Bidders must fully comply with the City requested specifications, requirements, and terms and conditions.

### **19. Bid Form**

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

### **20. Modifications or Withdrawal of Bid**

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

### **21. No Bid**

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

**22. Errors in Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

**23. Prices Bid**

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.

**24. Payment Terms**

Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

**25. Invoices**

All invoices must be received within one year after goods or services have been provided or invoices will be considered delinquent. The City of Springfield reserves the right to refuse payment of delinquent invoices unless prior arrangements have been made.

**26. Discounts**

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

**27. Descriptive Information**

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

**28. Deviations to Specifications and Requirements**

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

**29. Samples (if required)**

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

**30. Quality Guaranty**

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

**31. 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.

**32. Tax-Exempt**

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

**33. Awards**

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.

- c. Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.

**34. Authorized Product Representation**

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

**35. Regulations**

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

**36. Termination of Award**

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

**37. Royalties and Patents**

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

**38. Equal Employment Opportunity Clause**

The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

**39. Bid Tabulation**

Bidders may request a copy of the bid tabulation of the Invitation for Bid.

**40. Budgetary Constraints**

The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

**41. Additional Purchases by Other Public Agencies**

The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

**42. Order of Precedence**

Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

**43. Affidavit for Service Contracts**

The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

**44. Inspection and Acceptance**

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

**CITY OF SPRINGFIELD**  
**GENERAL TERMS AND CONDITIONS**  
**IFB #140-2017**

1. **PURPOSE:** Provide supervision, labor, equipment, insurance, and other items necessary to provide for the technical inspection and repair of the Southwest Wastewater Treatment Plant Joy Compressors. The Contractor shall supervise, inspect, test, provide training, technical support, and assist with work performed by City employees including the disassembly, inspection, removal and replacement or repair of parts, as required, on each compressor; then reassemble and test prior to acceptance by the City.
2. **TERM:** One year beginning on date of award. The City may, at its option, extend the contract for up to four (4) additional one-year terms.
3. **ESCALATION/DE-ESCALATION:** Proposal prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

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

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

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

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. **All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured.** Such notices shall be sent via email to [purchasingquotes@springfieldmo.gov](mailto:purchasingquotes@springfieldmo.gov), faxed to 417-864-1927, or mailed to:

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

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below: Such policies shall name the City as an additional named insured with limits of liability not less

than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimmunity.php>) as follows:

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. **Automobile Liability Insurance:** Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles 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.
  - D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required by the City of Springfield as listed above. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks.
  - E. **Notice:** The Contractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.
5. **OCCUPATIONAL LICENSE:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
  6. **IMMIGRATION AFFIDAVIT OF COMPLIANCE:** The successful bidder will be required to submit Immigration and E-verify Affidavits of Compliance.
  7. **SUBCONTRACTORS:** No work may be subcontracted without the written approval of the City.
  8. **INVESTIGATION OF CONDITIONS:** Before submitting a bid, Bidders are invited to inspect the facilities, carefully examine the site of the work, and fully inform themselves as to all existing conditions and limitations. Failure to obtain first-hand information on the amount of work involved will not relieve the bidder of responsibility for providing satisfactory service. **Contact Mark Ryan, Southwest Wastewater Treatment Plant at 417-891-1600, extension 162 to arrange for inspection.**
  9. **COOPERATION/COORDINATION:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with

each other in every way possible in carrying out the scope of services. Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.

**10. SAFETY PRECAUTIONS:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The contractor shall also comply with all regulatory agencies requirements for safety.

**11. EXPERIENCE:** Contractor shall be skilled in the operation and maintenance of Joy Multi-Stage Geared Compressors and Union Carbide Cryogenic Plants and shall have a minimum of seven (7) years experience in this area.

**12. SUBMITTALS:** Bidders shall submit with their bid:

**12.1 Resumes:** Resumes of at least two (2) contractor employees who will be available to work on the project. Resumes should include information on formal training and job experience and expertise related to the operation, inspection, and maintenance of Joy Compressors, including model numbers worked on.

**12.2 References:** The name, address, and telephone number of a minimum of three (3) references, including contact name and phone number, for whom they have provided similar services within the past three (3) years, particularly governmental clients. References shall have first-hand knowledge of the contractor's ability to perform the work.

**12.3 Schedule:** Bidders' recommended schedule for inspection and repair of both compressors.

**12.4 Telephone Support:** Clearly specify the hours and days of the week that telephone support will be available.

**13. EVALUATION OF PROPOSALS:** Any contract resulting from this request shall be awarded in response to a proposal providing the lowest and best proposal to the City of Springfield.

**AWARD WILL NOT BE MADE ON THE BASIS OF PRICE ALONE.** Each bid will be evaluated based on, but not limited to the following criteria:

**13.1** The cost of the proposed service.

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

**13.3** Experience with Joy Compressors.

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

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

**15. MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases.



Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

**16. CONTRACT DOCUMENTS:** The agreement between the City of Springfield and the Contractor shall consist of (1) The Award Letter and/or Purchase Order which embodies the requirements contained herein, (2) the Invitation for Bid, and any addenda thereto and, (3) the bid proposal, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid and addenda thereto shall govern over the Contractor's Proposal and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.

**CITY OF SPRINGFIELD  
SCOPE OF WORK/SPECIFICATIONS  
IFB #140-2017**

1. **PROJECT:** The project includes supervision, labor, materials, equipment, supplies, taxes, any and all other items necessary to accomplish the Joy Compressor inspection and repair services as described herein.
2. **LOCATION OF PROJECT:** Southwest Wastewater Treatment Plant, 3301 S FF Highway, Springfield, MO 65807.
3. **BACKGROUND:** Two Joy Compressors work to provide air for a cryogenic oxygen generation system. The Union Carbide U-50 system was installed in approximately 1977. At least one compressor shall be inspected and repaired prior to the annual services for the oxygen generation system. It is anticipated that the Cryovac Oxygen Generation System services shall be performed in May of each year.
4. Historically, the time required to complete the work is no more than ten (10) working days (80) hours plus travel time for Inspection and Repairs of both compressors or five (5) days plus travel time for one compressor.
5. **SCOPE OF WORK:** Provide supervision, equipment, labor, insurance, and other items necessary to provide for the technical inspection and repair of the Southwest Wastewater Treatment Plant Joy Compressors. The Contractor shall supervise, inspect, test, provide technical support and assist work performed by City employees including the disassembly, inspection, removal and replacement or repair of parts, as required, on each compressor; then reassemble and test prior to acceptance by the City. The Contractor shall be fully responsible for the correctness of instructions and supervision provided by the Contractor prior to, during, and upon completion of all work. The Contractor shall not be responsible for the correctness of the original installation or subsequent inspection/repair work or compatibility of either with respect to the City facilities.

**CONTRACTOR RESPONSIBILITIES:**

**5.1 On-site Inspection and Repair Services:**

**5.1.1** Provide supervision of up to three (3) Southwest Wastewater Treatment Plant personnel in performing required inspection and repair services on two Joy Compressors listed below. Contractor shall provide a Service Technician with technical and supervisory expertise in the areas of Joy Multi-staged gear compressors and the Pneumatic controls used on a Union Carbide cryogenic oxygen generation plant.

**5.1.2** Joy Model TA-40RR Serial # BF6249, 700 HP

**5.1.3** Joy Model TA-50HH Serial # BF6250, 1000 HP

**5.2 Reports:** Contractor shall provide written documentation on each compressor with the following information:

**5.2.1** Gearbox clearances for each stage for the compressor inspected.

**5.2.2** Motor and compressor reverse indicator alignment.

**5.2.3** Shaft separation.

**5.2.4** Testing of electronic/pneumatic controls.

**5.2.5** Compressor operating data and vibration readings for each Compressor stage (loaded).

**5.3 Training:** Training services shall be provided as required, to instruct Southwest Wastewater Treatment Plant personnel in the inspection and repair of the Joy Compressors. Training shall be provided at the Southwest Wastewater Treatment Plant. Training may include but shall not be limited to the areas of safety, Joy mechanical equipment, clean-up and inspection of multi-stage compressor systems, instrumentation and control systems for Joy Compressors.

- 5.4 Telephone Support and Consultation:** Support and consultation services required to assist the City in dealing with non-routine problems that may occur shall be provided by telephone.
- 5.5 Emergency Assistance:** In the event of major problems that cannot be resolved by telephone, the Contractor shall provide on-site assistance within 48 hours of request by the City at the rates indicated on Bid Form – Proposal.
- 5.6 Schedule:** The on-site inspection and repair services on the Joy Compressors shall typically be performed annually during the months of March, April, or coordinated with Southwest Wastewater Plant Project Manager. The City shall endeavor to provide sufficient notice to allow for scheduling and preparation. All work shall be coordinated through Mark Ryan at 417-891-1600 x 162.
- 5.7 Experience:** To insure that any Joy Compressor inspection and repair does not compromise the integrity of the Cryo plant, the Contractor shall be required to have experience with Union Carbide Cryo Plants.
- 6. CITY RESPONSIBILITIES:**
- 6.1 Repair parts** as required, shall be provided by the City.
- 6.2** The City shall provide the labor; assist with supervision of City employees, materials and supplies necessary to perform the work.
- 7. SAFETY REQUIREMENTS (OSHA):** All Contractors (including Subcontractors) shall follow the requirements set forth by the Occupational Safety and Health Act of 1970. All Contractors shall equip their workmen with that protective gear and any equipment protective devices as set forth by this law including but not limited to safety glasses and hearing protection. All Contractors shall be responsible to see that their workmen use these measures and the Contractor shall make daily checks to see that this law is being followed. Any fines imposed by the Occupational Safety and Health Commission due to failure of a Contractor to follow the law will be paid by the Contractor involved.
- 8. PAYMENT:** The City will pay for Actual Expenses incurred for: Transportation and Lodging (plus 10%). Travel Time (actual, each way), Labor (actual hours worked), and Per Diem, shall be at the rates indicated on the Bid Form – Proposal. An itemized invoice shall be submitted along with copies of expenses incurred.

**CITY OF SPRINGFIELD  
 BID FORM – PROPOSAL  
 IFB #140-2017**

SUBMITTED BY \_\_\_\_\_  
 (Company Name)

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.  
 The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

**On-site Inspection and Repair of Joy Mfg Compressors Model TA40RR, s/n BF6249, 700 HP, and Model TA50HH, s/n BF6250, 1000 HP:**

**Number of Personnel to be provided per trip:** \_\_\_\_\_

**Contractor shall be able to start work within \_\_\_\_\_ calendar days from issuance of Notice to Proceed**

ITEM	DESCRIPTION	Rate per hour per person
1.	<b>Hourly rate per person as specified below:</b>	
1.1	<b>Travel Time Rate</b>	\$ _____
1.2	<b>Minimum hours charged per day:</b> _____/hours. <b>Rate:</b> less than 8 hours	\$ _____
1.3	<b>Standard rate:</b> Monday through Friday: 8 hour shift	\$ _____
1.4	<b>Standard rate:</b> Monday through Friday: over 8 hours, less than 16 hours	\$ _____
1.5	<b>Saturday rate, if required:</b> less than 8 hours	\$ _____
1.6	<b>Saturday rate, if required:</b> over 8 hours, less than 16 hours	\$ _____
1.7	<b>Sunday or Holiday rate, if required:</b> any hours	\$ _____
2.	<b>Per Diem:</b> Not to exceed \$ _____ per person per day	

**DELIVERY: F.O.B. DESTINATION**

Prompt Payment Discount \_\_\_\_\_ % \_\_\_\_\_ Days, Net \_\_\_\_\_ Days

**CITY OF SPRINGFIELD  
AFFIDAVIT OF COMPLIANCE  
IFB #140-2017**

To be submitted with vendor's Bid

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

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

Specific exceptions are as follows:

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I have carefully examined the Invitation for Bid 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.

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



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

**For Any Public Works Project Contract**

**Effective August 28, 2009**

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_,

State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (*Name*)

who is \_\_\_\_\_ (*Title*) of \_\_\_\_\_

(*Name of company*), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

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

Signature \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

Notary Public

My commission expires: \_\_\_\_\_

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

**Employer, Your Company Name**

John Doe

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

*01/01/2009*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Verification**

**Department of Homeland Security –Division**

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

*01/01/2009*

\_\_\_\_\_  
Signature

**CITY OF SPRINGFIELD  
STATEMENT OF "NO BID"  
IFB #140-2017**

**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 **IFB #140-2017** FOR **JOY COMPRESSOR INSPECTION & REPAIR** FOR THE FOLLOWING REASON(S):

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

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS.

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS.

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_