



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
REQUEST FOR PROPOSAL #173-2017**

SECURITY SERVICES CONSULTANT

RFP Due Date: 3:00 P.M., MONDAY, JUNE 5, 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 specified due date and time will be accepted.

Proposals must be submitted in a sealed envelope with the Request for Proposal number, the Offeror's name, and address clearly indicated on the envelope. All Proposals must be completed in ink or typed and submitted by the time and date above. Failure to do so may result in your Proposal being may be rejected as non-responsive.

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

04/25/17

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: <http://www.springfieldmo.gov/bids.aspx>

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. Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render the Offeror's proposal non-responsive and may remove it from consideration for award (depending on the Offeror's noted exceptions).** All exceptions will be reviewed on a case by case basis. If no exceptions are noted Offerors must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your bid is accepted.

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 #173-2017

1.1 **PURPOSE:** To obtain an assessment of the Springfield Art Museum's security policies, procedures, and systems and recommendations for improvements to those policies, procedures, and systems. This assessment will include an evaluation of risks both natural and human-made, a review of service contracts, and emergency preparedness and response efforts. This Request for Proposals will also serve to determine cost of a training program for Springfield Art Museum proprietary security force as well as cost of ongoing consultation regarding security management and protection planning by the Offeror.

1.2 **BACKGROUND:** The Springfield Art Museum (SAM) is dedicated to enhancing the education and documenting the cultural heritage of the people of southwest Missouri through the collection, preservation and exhibition of art objects. SAM houses approx. 9,000 objects from around the world representing thousands of years of material culture and mounts exhibitions from its collection and from public and private collections from around the world. Many of the objects in the SAM's collection or in the SAM's custody are of great cultural, historical, and/or monetary value. In 2016, the SAM was the victim of a commercial burglary in which seven prints by Andy Warhol were stolen from its galleries. The SAM has worked to improve its security practices through upgrades to security systems, development and revision of policies, implementation of new procedures, and hiring additional staff and creating new training programs. The SAM seeks an assessment of these security practices and recommendations for improvements by a consultant with expertise in museum security to be used in the continued development of policy and procedures related to museum security and emergency preparedness and response.

1.3 **REQUIREMENTS:** The Offeror should regularly engage in security projects involving art museums and shall have significant experience providing comprehensive security surveys for similarly sized art museums.

The Offeror should regularly engage in the training of museum security officers, provide or develop training materials for museums, or otherwise show qualifications in this regard.

The Offeror should have in-house capabilities, as opposed to contracting out to third parties, in the design and specification of alarm, access control, CCTV and object protection systems for museums and shall have significant experience with projects for similarly sized museums that include such systems.

The Offeror shall be nationally recognized in the field of museum security by virtue of past activity, membership in ASIS and, AAM or similar professional groups of a similar nature. Participation on past or current museum security committees of nationally recognized museum association, publishing articles on museum security in professional publications and other achievements and awards are highly desirable and should be listed in materials submitted.

1.4 **SCHEDULE:** The following is the schedule of events which are anticipated by the City for the implementation and completion of the project. The City may, in its discretion, revise the schedule of events at any time as may be in its best interest:

| | |
|-----------------------------------|----------|
| Publish Request for Proposal | 04/25/17 |
| Final Questions Due from Offerors | 05/08/17 |
| City's Response to Questions | 05/15/17 |
| Proposals Due | 06/05/17 |
| Award Contract | 07/24/17 |

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

CITY OF SPRINGFIELD
2.0 GENERAL TERMS AND CONDITIONS
RFP #173-2017

PROPOSAL TERMS AND CONDITIONS:

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

- 2.1 INCURRED EXPENSES:** The City is not responsible for any expenses which Offerors may incur in preparing and submitting Proposals called for in this Request for Proposal.
- 2.2 INTERVIEWS:** The City reserves the right to conduct personal interviews or require presentations of any or all Offerors prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interviews/presentations (i.e., travel, accommodations, etc.)
- 2.3 REQUEST FOR ADDITIONAL INFORMATION:** The Offeror 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 services. The City reserves the right to make investigations of the qualifications of the Offeror 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 the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Offerors should be aware that Requests for Proposals and the responses thereto become open public records once a contract is negotiated or all proposals are rejected. However, Offerors 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 Offerors in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the Offerors. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 2.7 OFFEROR'S CERTIFICATION:** By submitting a Proposal, the Offeror 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 Offeror 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 NON-EXCLUSIVE CONTRACT:** The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.
- 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 responsive 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 EXECUTION OF AGREEMENT:** It is anticipated the selection of a successful Offeror will be completed by **Monday, July 24, 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, and (3) the award letter. In case of a conflict between the Request for Proposal, the submitted response, and the award letter, the Request for Proposal shall govern over all other documents and the award letter shall govern over the submitted response.

CITY OF SPRINGFIELD
3.0 FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS
RFP #173-2017

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, telephone number, address of the Offeror including the name of the person and their direct phone number and email address 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 and educational qualifications of the individuals that would be primarily responsible for the project.

3.2 TECHNICAL INFORMATION:

- 3.2.1 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.
- 3.2.2 Provide a response to each of the minimum requirements and questions included in the Statement of Work item 4.0: It is suggested that your response identify each requirement and question by item number.
- 3.2.3 Specifically discuss your approach to developing preliminary and final project plans.

- 3.3 OFFER AND SCHEDULE OF PROFESSIONAL FEES AND EXPENSES:** The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request for Proposal, as described in the Proposal attached hereto and incorporated herein, as follows:

PROVIDE A COMPLETE BREAKDOWN OF COSTS INCLUDED IN THE SCOPE OF WORK SECTION 4.0, BE SURE TO INCLUDE A RATE AND HOURLY RATE FOR EACH OF THE ITEMS LISTED IN THE SCOPE OF WORK.

| NO. | ITEM | HOURLY RATE | NOT TO EXCEED AMOUNT |
|----------------------|--|-------------|----------------------|
| SCOPE OF WORK | | | |
| 1. | SITE VISITS | | |
| 2. | MEETINGS | | |
| 3. | REVIEW OF SECURITY SYSTEMS | | |
| 4. | RISK EVALUATION | | |
| 5. | REVIEW OF CONTRACTS | | |
| 6. | POLICY REVIEW | | |
| 7. | PROTECTION EVALUATION | | |
| 8. | EMERGENCY AND DISASTER PLAN EVALUATION | | |
| 9. | STAFFING EVALUATION | | |
| 10. | SCREENING PROCEEDURES EVALUATION | | |
| 11. | OVERVIEW OF FIRE PROTECTION | | |
| ALTERNATE | | | |
| 1. | a. TRAINING PROGRAM b. ONGOING CONSULTATION | | |
| DELIVERABLES | | | |
| 1. | COMPREHENSIVE REPORT | | |
| 2. | CONSULTATION | | |

3.4 **FORMS AND ATTACHMENTS:** 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.

3.5 **PROPOSAL DUE DATE:** Sealed Proposals with one (1) original, one (1) electronic copy to be submitted on a flash/thumb drive and five (5) complete paper copies will be received at the Division of Purchases no later than **3:00 p.m., Monday, June 5, 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 sealed envelopes should be marked:
 “REQUEST FOR PROPOSAL: #173-2017”
 Offeror’s Name and Address

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.

3.7 **PROPOSAL EVALUATION PROCESS:** The steps and activities in the Proposal process will include the following:

- 3.7.1 An Evaluation 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 ranked in accordance with the evaluation criteria. When necessary, a shortlist will be developed listing the highest ranked Proposals.
- 3.7.4 The City will confer with all responsible Offerors who have been short listed and may arrange, if necessary, for interviews/presentations by the short listed Offerors.
- 3.7.5 The City reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible Offerors who submit Proposals determined to be reasonably acceptable of being selected for award. Offerors 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.

3.8 **CRITERIA FOR AWARD:** The Evaluation Committee will evaluate Proposals and a recommendation will be made to the Buyer. 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 Offeror 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:

- 3.8.1 25% Demonstrated experience and expertise of the Offeror and its staff in providing service of a similar nature to public sector clients.
- 3.8.2 20% Demonstration of a complete understanding of the City's requirements.
- 3.8.3 25% The approach to planning, implementing and performing the Scope of Work.
- 3.8.4 10% The cost of the proposed service.*
- 3.8.5 20% Other pertinent information, which may have a bearing on the Offeror's capabilities to provide the required services.

*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 amendment specifies that when an RFP is evaluated, the score given to Offerors 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 Offerors, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided. Additionally, the City prohibits communications initiated by an Offeror to the City official(s) or employee(s) evaluating or considering the Proposals prior to the time a fully executed contract is in place. Any communication between Offeror 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 an Offeror may be grounds for disqualifying the offending Offeror 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, in ample time before the period set for the receipt and opening of Proposals. No inquiries, if received after the deadline for final questions date listed in the Scope of Work will be given any consideration. Any interpretation made to prospective Offerors will be expressed in the form of an addendum to the RFP which, if issued, will be conveyed in writing to all prospective Offerors by the City's response to question date listed in the Scope of Work.

3.9.2 It will be the responsibility of the Offeror to contact the Division of Purchases prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addendum with the Proposal.

3.9.3 Successful Offeror will be notified by mail and award information will be posted on the City's website.

CITY OF SPRINGFIELD
4.0 STATEMENT OF WORK
RFP #173-2017

Scope of Work (Base Bid):

1. Conduct site visit lasting not less than 2 days to evaluate existing security, safety, and emergency preparedness conditions.
2. Meet with key staff and stake-holders to discuss short-term and long-range security program goals.
3. Review physical and electronic security systems, monitoring, video surveillance, access controls and key controls, emergency communications, and system installation documents.
4. Evaluate risks including man-made and natural risks faced by the Museum.
5. Review existing service contracts and vendor agreements.
6. Review existing policies and procedures as related to the Museum's security, safety, and emergency preparedness programs.
7. Evaluate protection of collections on exhibit and in storage.
8. Evaluate current emergency and disaster plans, evacuation plans, and level of coordination with outside responding agencies.
9. Evaluate staffing, security training/awareness, and cooperation between staff, departments, and agencies.
10. Review position descriptions and screening procedures for proprietary security officers.
11. Provide overview of existing fire protection measures.

Alternate:

1. Provide the above Scope of Work as well as:
 - a. Training program for proprietary security officers.
 - b. On-going consultation regarding security management and protection planning.

Deliverables:

1. Provide a comprehensive report with findings including all recommendations and suggestions to improve security systems and models, a risk assessment and analysis, cut sheets for any recommended products, and cost estimates for implementing recommendations where possible.
2. Consultation with Museum leadership to review the report and findings.

CITY OF SPRINGFIELD
5.0 GENERAL TERMS AND CONDITIONS
RFP #173-2017

5.1 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: 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.

5.2 **TERM:** One (1) year beginning on date of award. The City may, at its option, extend the contract for up to four (4) additional one-year terms.

5.3 **ESCALATION/DE-ESCALATION:** Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

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

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least sixty (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.

5.4 **SERVICE REQUIREMENTS:** Bids will only be considered from authorized Contractors who are normally engaged in the services as specified herein. The bidder must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City

CITY OF SPRINGFIELD
5.0 CONTRACT TERMS AND CONDITIONS
RFP #173-2017

1. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
2. **Termination:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. **In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property.** The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.
3. **Assignment:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
4. Any reports, data, or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.
5. **Modification of Contract:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
6. **Contract Documents:** The agreement between the City of Springfield and the Contractor shall consist of (1) The Purchase Order which embodies the requirements contained herein, (2) the Request for Proposal, and any addenda thereto and, (3) the bid proposal, as accepted, submitted in response to the Request for Proposal. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid and addenda thereto shall govern over the Contractor's Proposal and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any,

the Invitation for Bid shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.

7. **Appropriation of Funds:** In the event that funds are not appropriated by the Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.
8. The Contractor agrees and understands that the City of Springfield's Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specific individuals and/or personnel qualifications shall be made without the prior written approval of the City. The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the City's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The City of Springfield agrees that an approval of a substitution will not be unreasonably withheld.
9. **General Independent Contractor Clause:** This agreement does not create an employees/employer relationship between the parties. It is the parties intention that the Contractor will be an Independent Contractor and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue code, Missouri revenue and taxation laws, Missouri Workers' Compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
10. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers Compensation Program of the City.
11. **Certification of Non-Resident/Foreign Contractors:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:
 - A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.
 - B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
12. **Nondiscrimination:** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

- a. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
 - b. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
13. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
14. **Contractor's Responsibility for Subcontractors:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.
15. The certificates of insurance, including evidence of the required endorsements of the policies shall be filed with the City of Springfield within ten (10) days of the date of receipt of the Award of the contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question, prior to modification or cancellation of insurance. Such notices shall be mailed, return receipt requested to:

Mr. Tim Killion
Purchasing Agent
City of Springfield
218 E. Central
Springfield, MO 65802

16. **Liability and Indemnity:**

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

reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

- D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
 - E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
 - F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.
17. **Conflict of Interest:** No salaried officer or employee of the City and no member of the City council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in RSMo. Chapter 105 shall not be violated.
18. **Entire Agreement:** This agreement, including the terms and conditions contained or referenced herein, constitutes the entire agreement between the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto.
19. **Waiver:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
20. **Jurisdiction:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
21. **Non-Exclusive Agreement:** This Request for Proposal will result in a non-exclusive contract and the City of Springfield reserves the right to purchase same or like services from other sources as deemed necessary and appropriate. If at any time the Offeror does not fulfill their contractual obligations the City of Springfield may procure services from another source

**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**.

Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security –Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

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

**CITY OF SPRINGFIELD
STATEMENT OF "NO PROPOSAL"
REQUEST FOR PROPOSAL #173-2017**

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES REQUESTED AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO SUBMIT A PROPOSAL ON **RFP NO. 173-2017** FOR **SECURITY CONSULTANT SERVICES** 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: _____