



# REQUEST FOR QUOTATION



**RFQ #029-2018**

**THIS IS NOT AN ORDER**

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

Date Issued: August 17, 2017  
Buyer's Email: [tcox@springfieldmo.gov](mailto:tcox@springfieldmo.gov)  
Telephone Number: 417-864-1708  
Fax Number: 417-864-1927  
**DUE DATE: AUGUST 31, 2017**

QUOTATIONS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON THURSDAY, AUGUST 31<sup>ST</sup>, 2017**. Quotations will be opened by the Buyer at the location listed above.

- Quotations shall be submitted on the forms provided and must be manually signed.
- Quotations shall be submitted with the RFQ number clearly indicated.
- Quotations and all required documentation may be faxed to 417-864-1927 or email [purchasingquotes@springfieldmo.gov](mailto:purchasingquotes@springfieldmo.gov).
- Quotations received after the bid opening date and time shall be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this RFQ.

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## DESCRIPTION

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### **ROOF REPAIR/REPLACEMENT**

#### **(VALLEY WATERMILL EQUESTRIAN CENTER)**

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

DELIVERY: F.O.B. DESTINATION

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

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**CITY OF SPRINGFIELD  
INSTRUCTION TO BIDDERS**

**01. Opening Location**

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

**02. RFQ Delivery Requirements**

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

**03. Sealed and Marked**

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

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

**04. Legal Name and Signature**

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

**05. Corrections**

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

**06. Clarification and Addenda**

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

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

**07. RFQ Expenses**

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

**08. Irrevocable Offer**

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

**09. Responsive and Responsible Bidder**

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

**10. Reserved Rights**

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

**11. The Right to Audit**

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

**12. Applicable Law**

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

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

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

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within 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 RFQ, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Quotation is submitted and shall be further disqualified from submitting any future Quotations. A copy of the City's General Ethical Standards is available at the Division of Purchases.

### **15. Collusion**

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

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

### **16. Contract Forms**

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

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

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

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

Bids must be submitted on attached City RFQ 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 RFQ 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. 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.

### **19. Quotation Form**

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

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

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

**21. No Bid**

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

**22. Errors in Quotations**

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

**23. Prices Quoted**

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

**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 Quotation price and not shown separately. The price as shown on the Quotation 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 RFQ are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Quotations on items manufactured by other than the manufacturer specified when an "or equal" is stated.

**28. Deviations to Specifications and Requirements**

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

**29. Samples (if required)**

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

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

**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 Request for Quotation, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Quotations or waive any minor irregularity or technicality in Quotations received.*
- c. *Award(s) will be made to the Bidder whose Quotation (1) meets the specifications and all other requirements of the Request for Quotation and (2) is the lowest and best Quotation, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

**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 Quotation 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 Quotations in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.*

**39. Quotation Tabulation**

*Bidders may request a copy of the bid tabulation of the Request for Quotation.*

**40. Budgetary Constraints**

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

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

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

**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 RFQ and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFQ, knowingly employ, or subcontract with, any person who is an unauthorized alien.*

**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.*

**45. Contract Documents**

*The agreement between the City of Springfield and the Contractor shall consist of (1) The Award Letter and/or the Purchase Order which embodies the requirements contained herein, (2) the Request for Quotation, and any addenda thereto and, (3) the Contractor's quotation, as accepted, submitted in response to the Request for Quotation. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Request for Quotation, and addenda thereto shall govern over the Contractor's quotation 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 Request for Quotation, or the Contractor's quotation. In all other matters not affected by the written clarification, if any, the Request for Quotation, shall govern. The Contractor is cautioned that the quotation shall be subject to acceptance without further clarification.*

**CITY OF SPRINGFIELD  
GENERAL TERMS AND CONDITIONS  
RFQ #029-2018**

1. **PURPOSE:** Contractor shall provide composite roof repair at Valley Water Mill Equestrian Center, 4007 N. Farm Rd. 171, Springfield, MO 65803 per contact specifications
2. **NEW PRODUCTS:** All items offered under this Request for Quotation shall be **new**.
3. **INVESTIGATION OF CONDITIONS:** Before submitting a bid, Bidders should carefully examine the specifications, visit the site of the work, and fully inform themselves as to all existing conditions and limitations including verification of measurements and quantities and shall include in the bid a sum to cover the cost of items of work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or item concerning which such Bidder might have fully informed himself prior to the bidding, and the successful Contractor must employ, so far as possible such methods and means in carrying of his work as will not cause any interruption or interference with any other Contractor.
4. **QUESTIONS AND ADDENDUM:** Any questions concerning the requirements or specifications of this Invitation for Bid shall be submitted **in writing** to the Buyer, Todd Cox at [tc Cox@springfieldmo.gov](mailto:tc Cox@springfieldmo.gov) , by Thursday August 25<sup>th</sup>, 2017. No addendum will be posted after August 28<sup>th</sup>, 2017.
5. **MODIFICATIONS:** The scope of work to be done shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision shall be changed or modified without the execution of a formal Change Order, mutually agreed to by the City and the Contractor and processed through the Division of Purchases.
6. **QUANTITIES:** Quantities and measurements provided herein are estimates only. Actual quantities may be more or less. The Contractor shall be responsible for determination of actual quantities and measurements necessary to complete the project in accordance with all specifications herein. Payment to the Contractor shall be made only for the actual quantities of work performed and accepted in accordance with the contract. All unit prices shall be firm and fixed regardless of the actual quantity of work and materials authorized by the City.
7. **PRICE:** All fees shall be at the rates specified in the Contractor's bid for the entire project. Items required to complete the project, but are not shown on the bid as separate items, shall be included in the bid price.
8. **PAYMENT TERMS:** The Bidder shall clearly state their prompt payment discount and net payment terms in the space provided on the City's Bid Form. If this section is not completed, the City will assume terms are Net Thirty (30) days.
9. **SALES TAX EXEMPTION:** Bidders are hereby instructed to submit bids not including sales tax according to the provisions of Section 144.062 RSMo. The selected Contractor will receive a Project Exemption Certificate and a Missouri Tax Exemption letter from the City of Springfield to use in purchasing materials on a tax-free basis. It will be the Contractors responsibility to provide the documentation to any Subcontractor. These documents will be used solely for purchase of materials being directly incorporated into or consumed in the construction of the work under this contract. The Bidder's proposal shall include all other taxes levied by any taxing authority which may be related to the construction of the project.

10. **BIDDERS QUALIFICATIONS:** Each Bidder shall submit a Statement of Bidder's Qualifications with their Bid Form. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City such additional information and data for this purpose as may be requested. The right is reserved to reject any bid where an investigation or consideration of the information submitted by such Bidder does not satisfy the City that the Bidder is qualified to carry out properly the terms of the contract documents.
11. **INSURANCE REQUIREMENTS:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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

City of Springfield, 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/sovimunity.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.
11. **PREVAILING WAGES:** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time, the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.
12. **AUTHORIZATION:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor.
13. **OCCUPATIONAL LICENSE:** The successful bidder will be required to have an occupational license with the City of Springfield, Missouri before payment can be made for any work done.
14. **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of the specifications shall indicate such exceptions on the Affidavit of Compliance Form. This includes substitutions and "or approved equal" items. Failure to indicate any exceptions, shall be interpreted as the bidder's intent to fully comply with the specifications as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in the specifications, may be subject to rejection in whole or in part as nonresponsive.
15. **BASIS FOR AWARD:** Other factors that will be considered besides the lowest price are:
- A. Ability to meet specifications
  - B. Bidder's Qualifications
  - C. Completion time
16. **DEBARMENT AND SUSPENSION:** Bidders are responsible for advising the City if they are debarred, suspended or otherwise excluded, and to check whether subcontractors they intend to use are debarred, suspended or otherwise excluded. All tiers of subcontractors have the same responsibility to notify the one for which they are providing services if they are debarred, suspended or otherwise excluded, and to check the status of any subcontractors they intend to use. Status can be checked on the Excluded Parties List System located on the Internet at [www.epls.gov](http://www.epls.gov), and on the State of Missouri Debarment List at [http://labor.mo.gov/DLS/PrevailingWage/debarment\\_list](http://labor.mo.gov/DLS/PrevailingWage/debarment_list), <http://oa.mo.gov/facilities/project-management/debarred-contractors>, and <http://oa.mo.gov/sites/default/files/suspven.pdf>.



17. **ADDITIONS, DELETIONS OR CHANGES:** No one can authorize any additions, deletions or changes to the work, before or during the contract, unless an approved change order or amendment has been issued by the Division of Purchases. The City will not be responsible for any additional charges unless an authorized change order has been issued.
18. **PERSONNEL:**
- a. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
  - b. The contractor represents, in accordance with RSMo statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.
19. **TERMINATION OF CONTRACT:**
- a. **For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.
  - b. **For Convenience:** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.
20. **CONFLICTS:**
- a. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
  - b. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

21. **ASSIGNMENT:** The Contractor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
22. **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.
23. **GENERAL INDEPENDENT CONTRACTOR CLAUSE:** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
24. **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.

**25. 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.

**26. 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.

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

**CITY OF SPRINGFIELD  
SPECIAL PROVISIONS  
IFB #029-2018**

1. **PROJECT SUPERINTENDENT:** The contractor shall have a superintendent or a responsible foreman on the project at all times when work is in progress.
2. **PERMITS:** All permits necessary for the prosecution of the work shall be secured and paid for by the Contractor. The Contractor shall give all notices and comply with all laws, ordinances and regulations bearing on the conduct of the work (as specified).
3. **SEQUENCING OF OPERATIONS:** The facility will remain open throughout construction.
  - a. The Contractor is to schedule and limit his operations in such a manner as to cause minimal disruption to use and operations of all facilities in the area.
  - b. Contractor is to limit equipment and parking to areas arranged with facility management.
4. **TEMPORARY UTILITIES AND SANITARY FACILITIES:** Contractor shall be allowed to utilize existing water, 120 volt electrical power, and other utilities as may be necessary for completion of the project. If electrical power requirements for construction exceed the power output available, Contractor will provide his own additional temporary power service at no additional cost to the Owner. Contractor shall provide temporary toilets and drinking-water for construction personnel; in general, the interior facilities are not to be used. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
5. **TEMPORARY PARKING:** The Contractor shall consult with the Owner to identify any parking facilities to be made available to the Contractor, if any. Parking is prohibited in unauthorized areas. The staging area and all areas for material storage will be limited on site as designated by the owner prior to the start of construction. Contractor is responsible for repair to existing pavement caused by Construction operations.
6. **STORAGE AREAS:** Contractor shall provide suitable and sufficiently enclosed and covered facilities with raised flooring on the site. Temporary material storage areas shall be arranged in a safe manner to avoid interfering with construction. Location of temporary storage areas shall be approved in advance by the Owner. The Contractor shall also provide for the dumpster, sorting, recycling, and removal of all waste material from construction activities.
7. **TEMPORARY SECURITY AND PROTECTION:** Provide temporary protection for adjacent areas to prevent contamination by construction operations such as dust, debris, fumes, etc. Do not permit accumulation of trash and waste materials. Provide fire extinguishers in work areas during construction. Provide temporary barricades as necessary to ensure protection of the public and City employees. Provide covered walkways as directed for safe passage of persons along adjacent public streets. Remove all temporary facilities at completion of project.
8. **CLEANUP:** Cleanup shall follow immediately after and at the same rate as construction. Cleanup shall not be delayed until entire project is finished. Contractor shall clean all right-of-way and easement areas that were occupied by the contractor in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc., shall be removed and the area left in a neat and presentable

condition. If at any time during performance of work by Contractor the City's representative determines that cleanup is not being accomplished, the City's representative may direct, in writing, no additional work can be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed.

The contractor is to provide extra care during performance of work by Contractor to ensure that no rock, base stone, string, stakes, or any other construction material is left in the water main or irrigation lines. At the end of each construction day, the ends of all such lines shall be sealed watertight and all points of entry are to be covered to prevent easy access. No rain, storm water, or ground water shall be allowed to enter the water main or irrigation systems.

8. **DISPOSAL/OWNERSHIP OF MATERIALS:** Upon demolition and removal from the work site, all demolition and abatement materials shall become the property of the Contractor. The Contractor shall dispose of materials in accordance with all federal, state, and local rules, regulations, statutes, and ordinances. Any material disposed of in landfills, shall be disposed of at landfill approved by the City. All materials which are permitted at the Springfield City Sanitary Landfill should be disposed of at the Springfield City Sanitary Landfill. Clean fill may be disposed of at other sites if approved in advance in writing by the Director of Building and Development Services or his designee.
9. **ACCESS TO PROJECT SITE:** The Contractor shall limit access in and out of the site to routings as may be directed by the City. The Contractor shall also keep surfaces clear and clean of debris and dust throughout the construction period, and shall leave all areas broom clean at the close of each work day. Earthwork operations shall require wash down/clean down of all mud and debris prior to leaving the site.
10. **INCLEMENT WEATHER:** The Time of Completion specified in the Bid Form shall include all necessary days for inclement weather. The Contractor assumes risk of any additional delays caused by reasonably anticipated weather conditions which may occur during the time allowed for completion of the work. The contractor shall document all occurrences of inclement weather which cause construction to be delayed.
  - a. There will be no extension of time to the Contract due to bad weather days. Catastrophic situations beyond control of the Contractor will be considered on a case-by-case basis.
11. **USE OF EXISTING FACILITIES:** The Contractor may use areas as indicated by facility management within the project limits for temporary offices, staging, and storage during construction. Use of any other existing facilities is contingent upon a specific written request from Contractor for the area(s) involved, agreed to in writing by the City.
12. **DRESS CODE:** This project is an active facility. Portions of the facility will be occupied, in use, and open throughout the construction period.
  - a. All workers on the project will be expected to dress neatly and cleanly, wearing the following:
    1. Hard hats shall be worn at all times.
    2. Each employee shall wear a shirt with sleeves, bearing a logo or other indication of the name of the company employing him.
    3. A shirt with sleeves, and suitable footwear
13. **TOBACCO USE POLICY:** The City's goal is to create a tobacco free environment for customers and employees.

Based on this goal and in response to customers and employees, effective August 1, 1999, City employees are prohibited from using tobacco products in any form within the Governmental Complex property. Effective November 1, 2005, ***this includes all individuals visiting or working, such as contractors and their employees***, in the Governmental Complex area. Contracts for services within the Governmental Complex executed by the City after this date shall contain language regarding this policy. ***Use of tobacco products inside any City building is not allowed.***

14. **PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY:** The contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the work performed by the contractor. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by operations in connection with the performance of the contract, together with all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement.

All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the City's representative.

The contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location of character, which may be caused by moving, hauling, or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by the contractor or the contractor's subcontractors. The contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

14. **UTILITIES:** The contractor shall make every effort to locate and identify all underground pipe lines, cables, and conduits by contacting the Missouri One Call System and the owners of underground utilities, by prospecting or otherwise, in advance of trench or excavation operations. Certain pipelines, water mains, gas lines, and other existing underground and above ground installations and structures in the vicinity of the work to be done hereunder are indicated on the plans according to the information made available to the City. The City does not guarantee the accuracy or completeness of such information. Service connections for gas, water, telephone services, sewers, underground electric and lines, and possibly other utilities are not shown on the plans.

Any conflict with these utilities or any other utility not specified, as a pay item will be the responsibility of the contractor. The contractor will be required to relocate the utility or work around it at no cost to the City. It will be the responsibility of the contractor to brace or otherwise secure any utility poles or anchors close to the trenching operation.

Any delay or extra cost to the contractor caused by utility, pipe line, or other underground structures or obstructions not shown on the plans or found in different locations than those indicated shall not constitute a claim for additional work, additional payment, or damages.

The contractor will be solely responsible for any or all damages whether direct, indirect, or consequential to the underground or above ground utilities, pipe lines, and surroundings, and shall indemnify and hold harmless the City for any and all claims or judgments whenever made as a result of the contractor's actions. If additional or unexpected utility conflicts occur, the contractor shall be responsible for coordinating with the affected utility company to resolve the conflict and maintain progress on the project. No time extensions will be granted for associated delays.

15. **PROTECTION OF EXISTING VEGETATION:** No existing vegetation within the project area shall be removed, trimmed or otherwise disturbed without prior approval by the City's representative. Such approval shall be given in the case of any vegetation within a trench line or other excavation limits where root structure is such that work cannot continue by any other means. No vegetation outside such excavation areas, or on private property, shall be removed, trimmed or otherwise disturbed without the consent of the property owner where the vegetation is located.

The contractor shall protect all vegetation from injury within, and adjacent to, the project site. Any vegetation damaged or destroyed by the contractor in performing the work, without the approval of the City's representative or property owner shall be replaced at the contractor's expense with material of equal or greater value.

15. **SECURITY:** The Contractor shall take measures – including construction of temporary walls as necessary – to keep the building both weathertight and secure throughout the construction period. Methods and means to provide this security are the responsibility of the Contractor, but are subject to approval of the City.
16. **HEALTH AND SAFETY OF EMPLOYEES:** Section 292.675 RSMo is effective as of August 28, 2009. This section states, in part, that “The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the ten-hour training program required”. Other provisions of this statute include definitions, time frames during which any worker must produce documentation of the training, investigative procedures, and penalties to be imposed the Contractor.



**CITY OF SPRINGFIELD  
SPECIFICATIONS  
IFB #029-2018**

1. Tear off existing shingles down to the deck material. (One (1) layer of shingles approximately 3,732 square feet).
2. Check and replace bad decking as needed with the approval of the City. (Quote for change order should be provided prior to replacement).
3. Install ice and water shield in valleys and felt on remainder of roof. Ice and water shields to be synthetic.
4. Replace all plumbing pipe flanges (Includes seven (7) flanges and one (1) electrical pole boot).
5. Seal flashing around flues.
6. Install metal edge flashing. (Approximately 340' Color: White).
7. Replace nine (9) existing box vents and add five (5) additional for better ventilation.
8. Install new shingles (Certaineed Landmark or equal) (Approximately forty-two (42) Square) (Color: Weathered Wood or similar color).
9. Clean and dispose of debris as noted in special provisions section.
10. Remove and replace 128' of gutter screen.
11. Install new step and counter flashing around chimney.
12. Provide warranty information on bid form for both labor and shingles.

**CITY OF SPRINGFIELD  
 QUOTATION FORM – PROPOSAL  
 RFQ #029-2018**

SUBMITTED BY \_\_\_\_\_  
 Company Name

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

ITEM	QTY	DESCRIPTION	TOTAL AMOUNT
1.	1 Total	<b>Roof repair/replacement at Valley Watermill Equestrian center per specifications:</b>  Shingle Mfg.: _____  Model No.: _____  Shingle Color: _____  Completion Time: _____ calendar days after receipt of order.  LABOR WARRANTY _____  SHINGLE WARRANTY _____	\$ _____
2.	1 Total	<b>Decking replacement for any damaged decking per specification #2.</b>	\$ _____ Per square foot

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

ACCEPT VISA P-CARD: YES \_\_\_\_\_ NO \_\_\_\_\_

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

**CITY OF SPRINGFIELD  
AFFIDAVIT OF COMPLIANCE  
RFQ #029-2018**

To be submitted with vendor's Bid

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

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

Specific exceptions are as follows:

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**ADDENDA**

Bidder acknowledges receipt of the following addendum:

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

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

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

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

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

Email \_\_\_\_\_

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

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

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

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

**CITY OF SPRINGFIELD  
STATEMENT OF "NO QUOTATION"  
RFQ #029-2018**

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

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **RFQ #029-2018** FOR **ROOF REPAIR/REPLACEMENT** FOR THE FOLLOWING REASON(S):

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

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

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

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

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

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

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

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

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

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

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

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

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