



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #033-2018**

THIS IS NOT AN ORDER

RETURN

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

Date Issued: September 12, 2017
Buyer's Email: kdaniel@springfieldmo.gov
Telephone Number: 417-864-1621
Fax Number: 417-864-1927
DUE DATE: OCTOBER 12, 2017
PRE-BID CONFERENCE: SEPTEMBER 28, 2017

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO 3:00 P.M. ON THURSDAY, OCTOBER 12TH, 2017. Bids will be opened by the buyer at the location listed above.

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

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

DESCRIPTION

CITYWIDE PLUMBING SERVICES

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

DELIVERY: F.O.B. DESTINATION

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

**CITY OF SPRINGFIELD
INSTRUCTION TO BIDDERS**

01. Opening Location

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

02. IFB Delivery Requirements

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

03. Sealed and Marked

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

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

04. Legal Name and Signature

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

05. Corrections

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

06. Clarification and Addenda

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

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

07. IFB Expenses

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

08. Irrevocable Offer

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

09. Responsive and Responsible Bidder

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

10. Reserved Rights

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

11. The Right to Audit

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

12. Applicable Law

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any

resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. Right to Protest

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

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

14. Ethical Standards

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

15. Collusion

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

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

16. Contract Forms

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

17. Liability and Indemnity

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

18. IFB Forms, Exceptions, Alternates

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

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

20. Modifications or Withdrawal of Bid

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

21. No Bid

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

22. Errors in Bids

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

23. Prices Bid

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

24. Payment Terms

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

25. Invoices

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

26. Discounts

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

27. Descriptive Information

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

28. Deviations to Specifications and Requirements

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

29. Samples (if required)

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

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

30. Quality Guaranty

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

31. Quality Terms

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

32. Tax-Exempt

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

33. Awards

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

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

34. Authorized Product Representation

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

35. Regulations

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

36. Termination of Award

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

37. Royalties and Patents

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

38. Equal Employment Opportunity Clause

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

39. Bid Tabulation

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

40. Budgetary Constraints

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

41. Additional Purchases by Other Public Agencies

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

42. Order of Precedence

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

43. Affidavit for Service Contracts

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

44. Inspection and Acceptance

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

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 Invitation for Bid, and any addenda thereto and, (3) the Contractor's bid proposal, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid, and addenda thereto shall govern over the Contractor's bid 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 bid proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid, shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.

**CITY OF SPRINGFIELD
GENERAL TERMS AND CONDITIONS
IFB #033-2018**

1. Contract Term

The term of this contract shall be for a period of 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.

2. Escalation/De-Escalation

Bid prices shall remain firm for a period of one-year (1) year from the date of award. The contract prices may be changed after the first year for the following reasons:

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

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 30 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

3. 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.

4. Estimated Quantities

The quantities indicated in this bid document are estimates that pertain to the total aggregate quantities that may be ordered incrementally at multiple times throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The City of Springfield makes no guarantees about single order quantities or total aggregate order quantities.

5. Bidder's Qualification

Bids will be considered only from Contractor's which are regularly engaged in the business as described in this bid package. The qualifications shall be as follows:

- A. Properly licensed as required by the State of Missouri, the City of Springfield, and Greene County to render the services described herein this specification;
- B. Have available facilities and/or equipment to render the services discussed herein;
- C. Technical knowledge and at least three (3) years of experience in work as described herein;
- D. Available manpower to render the services;
- E. Adequate financial status to meet the financial obligations incident to the work;
- F. Has no just or proper claim pending against him or his company;
- G. Verification of Insurance of the type and amounts specified in this Invitation for Bid;

6. Basis for Award

Awards will not be based solely on low bid. In making an award the City will evaluate the bids and award to the most responsive and responsible bid received. The City will consider such factors as listed below, as well as other factors which are considered pertinent.

- A. Responses provided from the evaluation questionnaire.
- B. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the invitation is determined most advantageous to the City of Springfield, price and other factors considered. The offeror's bid shall be in the form prescribed by this invitation and shall contain a response to each of the areas identified which affects the evaluation factors for an award.
- C. Exceptions to the bid may be considered if determined minor in nature and acceptable to the City of Springfield's application. All exceptions shall be noted on the attached "Affidavit of Compliance" form.
- D. Past performance

The City reserves the right to award to a primary and secondary Contractor.

7. Pre-Bid Conference

A Pre-Bid Conference will be held on **September 28th, 2017 at 10 am** at the **City of Springfield, Division of Purchases located at 218 E. Central, Springfield, MO 65802**. The Pre-Bid will consist of an overview of the requirements of the contract along with Contractor questions. The Pre-Bid is not mandatory and any questions concerning the requirements of this Invitation for Bid shall be submitted in writing to kdaniel@springfieldmo.gov All questions regarding this bid should be directed to the Buyer, Kara Daniel at kdaniel@springfieldmo.gov. **The initial deadline for questions will be close of business on October 2nd, 2017.**

8. Bid Guaranty

No Bid Guaranty will be required for this project.

9. Performance Bond and a Labor, and Materials Payment Bond

If necessary for any individual job in excess of \$50,000.00. The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

10. 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 or Proposal page. If this section is not completed, the City will assume terms are net 30 days.

11. Payments

Payment may be made each month in the amount of 90 percent of the estimated value of the services provided at the job site during the previous calendar month, providing the work is reasonably complete.

The City will withhold 10 percent of the amount of each payment. The last payment due for each project will be paid by the City to the Contractor only after the Contractor has furnished the City with an affidavit stating that all persons, firms, or corporations who have furnished labor or materials, employed directly or indirectly in the work, have been paid in full. The City shall rely on said affidavit at face value. The City shall have the right to demand and receive from the Contractor an affidavit stating that payment in full has been made for all labor, services, and materials incorporated into the work, for the period of time for which the progress payment is due. The Contractor does hereby release, remise, and quit claim any and all rights he may enjoy to perfect any lien or any other type of statutory common law or equitable lien against this project.

The Contractor will be compensated for any increase in tax rates, license fees, and permit fees or any new taxes, licenses or permits imposed after the bid closing date; provided, however, that this provision shall be limited to sales, use, and excise taxes assessed against the completed work and to licenses and permits required specifically for this Contract.

12. Payments Withheld

The City may withhold or nullify in whole or part any payment to the Contractor to such extent as may be necessary to protect the City from loss on account of:

- A. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for correction of the item or items. The cost of corrective action(s) shall be solely borne by the Contractor.
- B. When the City is satisfied, the Contractor has remedied the above ground(s) for withholding payment, payment shall be made for the amounts withheld.
- C. Any work that is performed without prior authorization by proper City staff will result in payments being withheld.
- D. **FAILURE TO COMPLY WITH CONTRACT REQUIREMENTS MAY RESULT IN PAYMENTS BEING WITHHELD.**

13. Repair of Damages

It is the responsibility of the Contractor to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Springfield's Representative is to be notified and shall inspect the repairs upon completion. If the Contractor does not adhere to the response time as specified herein the Contractor will be responsible for any and all damages that occur due to the system being down.

14. Exceptions to Solicitation

Bidders taking exception to any part or section of the solicitation shall indicate such exceptions on the Affidavit of Compliance Form. Failure to indicate any exceptions, shall be interpreted as the bidder's intent to fully comply with the solicitation 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. Safety

Contractor shall comply with all applicable OSHA, State of Missouri Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

16. SAFETY DATA SHEETS (SDSs)

Any materials supplied to the City of Springfield that are covered by the OSHA Hazard Communications Standard must be accompanied by the applicable Safety Data Sheets at the time of delivery.

17. Site Cleanliness

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left at the customer's premises, but shall be disposed of at the Contractor's facilities.

18. Project Management

City of Springfield's Representative may inspect any and all materials and work. These inspections may extend to any or all parts of the work and to the preparation and manufacture of the materials to be used. The Project Manager shall call the attention of the Contractor to any deviation from the plans and/or specifications. The Project Manager and/or Contract Administrator has the authority to reject defective materials and to suspend any work that is being improperly done. Since the Project Manager and Contract Administrator serve as the interpreter of the conditions of the contract and the judge of its performance, they shall use their powers under the contract to enforce its faithful performance. They shall also, within a reasonable time, make decisions on all other matters relating to the execution and progress of the work on the interpretation of the specification.

19. Prevailing Wages

All labor utilized in the construction of this project 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 of the State of Missouri, in accordance with prevailing wage as set forth in the Annual Missouri State Wage Determination, Greene County, and all addenda, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law (Section 290.250, RSMo), or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. In addition, the Contractor agrees to pay wages not less than once a week.

Contractor and all subcontractors will be required to furnish an Affidavit of Compliance form to the City stating that he has fully complied with Missouri Prevailing Wage Law. No payment will be legally made by the City to the Contractor until the affidavit is filed in proper form and order with the City. (Section 290.290 and 290.325, RSMo)

The Contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the Contractor and each subcontractor, and this notice must be posted during the full time that any worker is employed on the job. (Section 290.265, RSMo)

It shall be the responsibility of the Contractor to notify the Division of Labor Standards when a violation of the law is discovered.

The Contractor shall submit to the Construction Inspector monthly-certified copies of payrolls including any subcontractors that may be working that month.

The Contractor will forfeit a penalty to the City of Springfield of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor (Section 290.250, RSMo). For detailed information on rules and occupational titles, see 8 CSR 30-3.010 through 3.060.

The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.

The Contractor will forfeit a penalty to the City of Springfield of \$2500 plus an additional \$100 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo)

In cases of a wage subsidy, bid supplement, or if a rebate was provided, and if so, if it was provided lawfully, the amount and date of such subsidy, supplement, or rebate must be reported to the City of Springfield within 30 days of receipt of payment. (Section 290.095, RSMo)

Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work on a project, and in criminal fines of up to \$500 and up to six months' imprisonment for each day there is a violation.

Note: Upon entering into any extension to this contract, the Contractor shall be required to pay prevailing wages in accordance with the current Annual Wage Order in effect as of the date at the start of the new contract term.

20. Other Delays

If the Contractor or his Sub-Contractor experiences documented hindrances or delays which, in his opinion, are not usually to be expected in the performance of the work, and which affect the performance of the work, he may request a change in the agreement. The Contractor shall be entitled to an extension of the time for contract completion, but such contract time of completion shall be extended no more than one day for each day of delay. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. Such hindrances and delays may include, but not be limited to, acts or failures to act by other Contractors employed by the City, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

21. Weather Delays

Delays due to adverse weather shall be specifically defined as any work day in which less than sixty (60) percent of the scheduled work for that day cannot be completed due to weather-related conditions. The contract time shall include an allowance for adverse weather days equal to a ratio of one (1) work day for every seven (7) calendar days of Contract time. The Contractor shall submit to the City, weather delay request in writing within two (2) days of the weather delay. Request for extensions of time due to weather shall be evaluated on the basis of lost days in excess of the above allowance. All approved weather delays shall be added to the contract by Contract Change Order or Contract Addendum. When the Contract time has been extended, such extension of time shall not result in any additional compensation to the Contractor.

22. Punch List

A list of incomplete items (typically referred to as a "punch list") will be issued at Substantial Completion provided that no incomplete item will prevent the Owner's use of the space/facility as it is intended to be used, including life safety components. After Substantial Completion and issuance of the "punch list", subsequently discovered items which are not complete, and/or in nonconformance with the Contract may be added to the list until such time as Final Acceptance. Payment and/or exclusion of any item from a "punch list" shall not relieve the Contractor of the obligation to fulfill all requirements of the Contract. All punch list items shall be completed within seven (7) days of Final Acceptance by the City and prior to final payment.

23. Changes in Work

The City, without giving notice to the surety and without invalidating this contract may make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly. All such work and any approved time extensions shall be added to the contract by Contract addendum. Each contract change shall include all cost required to perform the work including all labor, material, equipment, overhead, profit, delays, disruptions or other miscellaneous expenses. The Contractor shall provide a detailed cost breakdown for all changes in work to the City. The percentage of overhead and profit shall not increase as a result of any change in work.

24. Compliance with Instructions

Bidders are instructed to carefully read and comply with all requirements as specified in the Invitation for Bid, general conditions, specifications, plans, drawings and bid forms. Failure to comply with instructions may result in the entire bid being rejected.

25. Misunderstandings

No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a proposal and the entering into a contract is an agreement with all the items and conditions referred to herein.

26. Specification and Plan Variance

If the Contractor observes that the specifications and plans are at a variance therewith, he shall promptly notify the City in writing and any necessary changes shall be adjusted. If the Contractor performs any work contrary to such law, ordinance, rules and regulations, and does not comply with the aforesaid procedure, he shall bear all cost incident to such violation.

27. 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).

28. Materials and Supplies

Unless specifically provided otherwise in each case, all equipment, materials, and supplies shall be furnished by the Contractor for permanent installation. The work shall conform to applicable standard specifications. No such material or supplies shall be used by the Contractor for any purpose other than that intended or specified, unless such use is specifically authorized by the City in each case.

29. Non-Exclusive Agreement

This Invitation for Bid will result in a non-exclusive contract and the City of Springfield reserves the right to purchase same or like materials and/or services from other sources as deemed necessary and appropriate. **All work orders estimated to be over \$20,000.00 shall be approved by the Division of Purchases prior to commencement of any work.**

30. Safety Training Program

The Contractor and all Sub-Contractors to this contract must comply with the provisions of Section 292.675 R.S.Mo. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. The Contractor shall forfeit as a penalty to the City Two Thousand Five Hundred dollars plus One Hundred dollars for each employee employed by the Contractor or Sub-Contractor, for each calendar day or portion thereof, such employee is employed without the required training. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

31. Sales Tax Exemption Notice

Bidders are hereby instructed to submit bids not including sales tax according to the provisions of Section 144.062 R.S.Mo. 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 Contractor's responsibility to provide the documentation to any Sub-Contractor. 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.

32. Warranty

The Contractor shall warrant that the work herein contracted will be as specified and will be free from defects in design, workmanship, and materials. If within the warranty period the work fails to meet the provisions of this warranty, the Contractor shall promptly correct any defects, including nonconformance with the contract documents by adjustment, repair, or replacement of all defective parts or materials.

The warranty period shall begin on the date of final acceptance and shall continue for a period of one (1) year.

This warranty shall be extended to cover all repairs and replacements furnished under the warranty and the proof of the warranty for each such repair or replacement shall be one (1) year after installation or completion.

The Contractor will be given an opportunity to confirm the existence of the defect, but he shall not delay the correction while making such determination.

If within ten days after the City has notified the Contractor of a defect, failure, or abnormality in the work, and the Contractor has not started to make the necessary repair or adjustments or to order the work to be done by a third party, The City may contract or make the necessary repairs or adjustments with the cost of the work paid by the Contractor.

33. 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.

34. Liquidated Damages

Time of completion of work as promised by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work per, within the time on the Contractor's quote/proposal after the receipt of a notice to proceed, the Contractor (or surety) shall be liable to the City for **One Thousand Dollars (\$1,000.00) per day** for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

35. Personnel

Contractor's personnel are expected to conduct themselves in a courteous, safe, and responsible manner. This includes refraining from any behavior or actions while on City property that may be deemed offensive or unsafe by the City and complying with all related policies and procedures.

36. City Benefits

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

37. Purchasing Card Program

The City has purchasing card program utilizing the Visa network. Bidders may receive payment from the purchasing card in the same manner as other Visa purchases. Bidders should have the ability to accept Visa. City departments will be encouraged to use purchasing cards to order from this annual contract. In the event the department does not use a purchasing card; a written purchase order will be issued.

38. 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
STATEMENT OF WORK
IFB #033-2018**

1. General Scope: This is a Time and Materials contract for on-call miscellaneous Plumbing Services. This specification establishes the minimum requirements for plumbing services which include, but are not limited to installing, repairing, servicing, maintaining, and adjusting plumbing systems and equipment owned and/or operated by the City of Springfield.

2. Response Time: Some purchase orders under this Agreement will be of an emergency nature and require a quick response from the contractor. When an emergency as determined by the City occurs outside normal business hours, the City will notify the emergency contact provided by the contractor via phone or cell phone and provide the contractor details of the emergency. A worker will be required to be on site within four (4) hours of receiving an emergency work order. All other general maintenance requests will require a worker to be on site within forty-eight (48) hours of receiving a purchase order unless other arrangements are approved by the City of Springfield

3. Authorization for Services: Authorization for services will be provided by a Purchase Order or Blanket Purchase Order approved by City. All purchase orders will state the Purchase Order number, location of work, person requesting the work and their phone number, and a description of the work to be performed. The purchase order will also state if the work being performed is considered to be new construction or maintenance. Prevailing wage rates will apply to all new construction purchase orders. Purchase orders will further stipulate whether or not the work is to be considered emergency work. If so, the four (4) hour maximum response time will apply.

- A. Purchase orders must be approved by the appropriate City of Springfield personnel with established approval authority equal to or greater than the anticipated not-to-exceed amount of the purchase order.
- B. No work shall be performed prior to receiving written authorization of services from the City of Springfield.

4. Cost Estimates: The contractor shall furnish a written cost estimate showing an itemized listing of all materials, labor, sub-contract work, and other directly chargeable incurred costs prior to commencement of the work where the total cost is expected to exceed two thousand dollars (\$2,000.00). Cost estimates shall be submitted on a not-to-exceed basis. The amount invoiced will be limited to the actual cost of the work, calculated on a time and material basis. The City of Springfield shall not pay more than the estimate amount unless the City of Springfield approves an addition to the scope of work prior to the Contractor's performance of any additional work. Work that is directed by City of Springfield authorized personnel as emergency work can be performed without the written cost estimate.

5. Invoicing

- A. Invoices are subject to the approval by City of Springfield authorized personnel.
- B. Invoices must be submitted within ten (10) business days after completion of the work order. Generally, one invoice shall be submitted per work order. However, for larger work orders, partial invoices for progress payments may be submitted with the approval of City of Springfield authorized personnel.

- C. Invoices shall be an itemized detailed statement of services rendered. The invoices shall contain the following information. If any of the information below is not provided, the invoice will be returned to Contractor for correction and resubmission.
- D. Purchase Order Number, Work Order Number must be referenced on each invoice.
- E. Each invoice should be clearly marked as to whether or not the work on that work order is complete. Correspondingly, the invoice should be marked as a "final" invoice for completed work orders and as a "partial" invoice for incomplete work orders.
- F. Names of each service worker that worked on the work order being invoiced shall be included on the invoice or in the back-up documentation (i.e. service tickets).
- G. Arrival time and departure time for the time worked shall be logged and submitted with each invoice. The City of Springfield will pay for time beginning when the worker arrives on site until the worker leaves upon completion of work. Workers shall log out and log back in for any time spent off site to purchase materials to complete work. This time may be paid by the City of Springfield, but verification of time to acquire materials must be submitted and shall be logged separately from time on site. Time spent off the job for lunch shall be logged and will not be paid. All time shall be logged by the City personnel on site at each facility. Time spent on City of Springfield jobs away from a facility, but with City of Springfield personnel, shall be logged by said personnel. Time spent at unmanned locations or in the shop shall be logged as "unmanned," or "shop time," respectively. Any shop time billable to City of Springfield must be pre-approved by City of Springfield authorized personnel.
- H. The total time spent on a job shall be added together and summed to get the total labor billing on an invoice. Any minimum charges will not be applied twice within one working day on the same work order, but can be applied on jobs that extend over multiple working days. Time shall be rounded to the nearest quarter-hour after the total time is summed.
- I. All materials used on the job must be listed on the invoice. Material listing shall contain a description, number used, single item cost an extended cost of each material. Invoices from suppliers shall be kept on file by Contractor and must be available for review by City of Springfield auditors if requested.
- J. Any items, except labor, with an extended cost exceeding three hundred dollars (\$300.00) will require a copy of the supplier's invoice attached to the Contractor's invoice as backup documentation. This will serve to document material mark-up charges.

6. Other Requirements

- A. Contractor shall conduct all work in a manner that conforms to all Federal, State and Local laws, regulations, and ordinances and in compliance with all applicable codes, standards, and local ordinances.
- B. Should a question arise whether the work is new construction or maintenance, The City of Springfield Purchasing Agent shall make the final decision.
- C. It will be the Contractor's responsibility to notify City of Springfield authorized personnel of any damage done to facilities that would require repair. In the event that repairs are to be done at the expense of the Contractor, one of the following procedures will be followed:
 1. Contractor shall repair the damage at their own expense;
 2. The City of Springfield shall repair the damage and bill the Contractor for the cost of the repair; or the City of Springfield shall collect from the Contractor the monetary value of the damage

caused by the Contractor, measured by the reasonable cost of repair.

7. Estimated Scope of Work: The City of Springfield does not guarantee or imply any minimum or maximum volume of work. All work will be performed on a time and materials basis in accordance with the authorization procedure and other terms and conditions contained in these documents.

8. Contractor's Qualifications: The Contractor shall provide the City of Springfield with the information requested on the Evaluation Questionnaire. This information will be used to evaluate the Contractor's ability to perform the requirements of the contract. **Failure to fully provide any of the requested information may be considered cause to reject a Contractor's bid.**

9. Labor Rates

- A.** The Contractor shall include all cost (overhead, profit, insurance, social security, mileage, etc.) into the hourly rates. Regular time will be the City's normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays. All work performed other than the times stated above, and emergency calls, shall be charged at no more than 1 1/2 times the fixed hourly rate for the individual performing the service.
- B.** Labor-hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of Contractor owned or rental equipment shall be considered as overhead and the cost shall be included in the hourly rate proposed for basic labor and equipment.

10. Materials and Other Incurred Costs (Contractor Material)

- A.** The City of Springfield reserves the right to purchase materials and provide them to the Contractor to install on materials for which the extended price of any one type of material exceeds five thousand dollars (\$5,000.00).

11. Subcontracted Work

- A.** Contractor shall not subcontract work normally performed by his own forces without the approval of the City of Springfield.
- B.** The City of Springfield generally agrees to permit subcontracted work for certain aspects of the work, including, but not limited to, general construction, painting, fire alarms and/or suppression, digital controls, communications, landscaping, and other specialty work associated with Plumbing Services.
- C.** The City of Springfield reserves the right to approve or disapprove any proposed Sub-Contractor. Contractor must obtain City of Springfield approval of any Sub-Contractor before proceeding with subcontracted work.

12. Other Incurred or Directly Chargeable Cost

- A.** The City of Springfield will not pay mark-up on freight or other directly chargeable incurred costs, but the City of Springfield will reimburse the Contractor for these expenses based on the Contractor's cost. Contractor shall provide a copy of the invoice to document these costs.
- B.** The City of Springfield will pay for equipment rental (such as lifts), including incidental fees (such as pickup and delivery fees) at the Contractor's cost plus the percentage bid on the Bid Form. Contractor shall provide a copy of his rental invoice to document costs. Incidental fees may not exceed \$150 per rental occurrence.

13. Bonding Requirements

The reasonable cost of performance and payment bonds to cover performance, labor, and materials for the successful bidder will be reimbursed by the City of Springfield. The amount to be reimbursed will be the actual cost of the bond verified by the bonding company's invoice and will be for each specific job exceeding \$50,000.00.

14. Security Measures

Contractor's personnel are expected to adhere to the security policies at each City facility in regards to access to restricted areas. Some City facilities have restricted areas which require an escort. Please contact the City 24 hours prior to coming on-site so access to these areas can be arranged. Badging fees may apply for Contractor's personnel to gain access high security areas. Upon award the Contractor shall meet with City staff to discuss security plans and procedures at this time City staff will provide the Contractor with a plan including an updated floor plan for their facility.

15. Report and Forms

- A. **Cost Estimate Quotes/Proposals Form Requirements:** For each project the Contractor shall provide a quote for proposed services, the cost of work shall be submitted within twenty-four (24) hours after request. All work proposed shall be in accordance with Invitation for Bid #033-2018, the bid number shall be listed on the form. Form shall include but not be limited to the following: City department and contact name, description of the project and what work shall be included, estimated start date after receipt of notice to proceed, project completion time, form shall identify, a pricing breakdown for materials and labor charges showing percentage discount shall be provided. No additional terms and conditions shall be listed on the Quote/Proposal Form. City staff shall not be asked or required to sign the Quote/Proposal form.
- B. **Monthly Progress Reports:** Upon request from City staff monthly progress reports may be requested. Monthly Progress Reports shall include the following: date(s) of service, description of service, personnel assigned to perform service, comments, and signature by Contractor.
- C. **Service Reports:** Contractor shall provide copies of service reports when leaving the jobsite. These forms are to be provided by the Contractor. Service Reports shall include but not be limited to the following: job status, customer information, unit serviced, City issued purchase order number, material description, quantity, unit price, and total price, date, employee who performed the service, hours and type of service, description of work performed, recommended future service, signature and date by the worker, and City representative.
- D. **Work Order Form:** A sample work order form has been included herein. Upon request this form shall be completed by authorized City staff and the successful Contractor.

16. Additional Contractor Requirements

- A. The Contractor shall coordinate with all state and local building regulations agencies and utility company(s) in the procurement of and payment of all permits, licenses, fees and charges required for the performance of the work.
- B. The contractor is responsible for all fee's and direct expenses involved in any inspection required for the project.
- C. The contractor shall field verify all existing conditions and construction prior to submitting a cost estimate. No extras will be paid due to unanticipated existing conditions.
- D. Is the contractor's responsibility to coordinate and perform on any roof penetrations that it shall be performed in accordance with manufacturers recommendations to assure all roof warranties remain intact.

- E. Prior to payment the Contractor shall supply all operation and maintenance manuals and preform all requested training.
- F. City of Springfield will pay for estimating time that is spent on a City of Springfield site for work to be done. Any office/administrative time that the Contractor spends estimating work or running calculations shall be submitted on the same invoice as the work, except where the City of Springfield elects not to have the Contractor perform the work, in which case the estimating time will be submitted on its own invoice.

17. Other Requirements

- A. The Contractor shall conduct all work in a manner that conforms to all Federal, State, Local laws and in compliance with all applicable codes, standards, and local ordinances.
- B. The Contractor must notify City of Springfield authorized personnel of any potential conflict of interest it may encounter in Contractor's dealings with suppliers and/or subcontractors.
- C. It will be the Contractor's responsibility to notify City of Springfield authorized personnel of any damage done to facilities that would require repair. In the event that repairs are to be done at the expense of the Contractor, one of the following procedures will be followed:
 - 1. Contractor shall repair the damage at their own expense;
 - 2. The City of Springfield shall repair the damage and bill the Contractor for the cost of the repair; or the City of Springfield shall collect from the Contractor the monetary value of the damage caused by the Contractor, measured by the reasonable cost of repair.
- D. Communication/Coordination: The Contractor shall communicate and coordinate work with Building Maintenance Staff.

18. 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).

19. Warranty

The Contractor shall warrant that the work herein contracted will be as specified and will be free from defects in design, workmanship, and materials. If within the warranty period the work fails to meet the provisions of this warranty, the Contractor shall promptly correct any defects, including nonconformance with the contract documents by adjustment, repair, or replacement of all defective parts or materials. The warranty period shall begin on the date of final acceptance and shall continue for a period of one (1) year.

This warranty shall be extended to cover all repairs and replacements furnished under the warranty and the proof of the warranty for each such repair or replacement shall be one (1) year after installation or completion.

The Contractor will be given an opportunity to confirm the existence of the defect, but he shall not delay the correction while making such determination.

If within ten days after the City has notified the Contractor of a defect, failure, or abnormality in the work, and the Contractor has not started to make the necessary repair or adjustments or to order the work to be done by a third party, The City may contract or make the necessary repairs or adjustments with the cost of the work paid by the Contractor.

20. Safety Data Sheets (SDSs)

Any materials supplied to the City of Springfield that are covered by the OSHA Hazard Communications Standard must be accompanied by the applicable Safety Data Sheets at the time of delivery.

21. Parts Mark Up

All material purchased must be of commercial grade in order to satisfy operational performance. Material/Parts mark-up must NOT exceed 10%. Any additional higher mark-up will disqualify the bid as non-responsive.

22. Types of Work

- A. Category 1 – General Repairs, Maintenance, Service** Prevailing wage rates will not apply to work in this category.
- B. Category 2 – New Construction** Prevailing wage rates may apply to work in this category.
- C. Category 3 – Special Equipment:** Some of the work under this agreement may require the use of **special equipment**. A list of special equipment that may be required. The

CITY OF SPRINGFIELD
INVITATION FOR BID #033-2018
CONTRACT TERMS AND CONDITIONS

1. **Personnel:** 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 an 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 Invitation for Bid, and any addenda thereto and, (3) the bid proposal, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid and addenda thereto shall govern over the Contractor's Proposal and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of

the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation for Bid shall govern. The Contractor is cautioned that the proposal shall be subject to acceptance without further clarification.

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 Invitation for Bid 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.

22. **Conflicts:**

22.1 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.

22.2 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.

23. **Safety Precautions:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The contractor shall also comply with all regulatory agencies requirements for safety.
24. **Delay by The City:** City and Contractor agree that the schedule of services to be provided by Contractor under this agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in the contract documents, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for contract completion but such contract time of completion shall be extended no more than one day for each day of delay caused by the City. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The contract time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than seven (7) days after the beginning of the delay caused by the City.
25. **City's Right to Proceed:** In the event this contract is terminated, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.
26. **Cooperation:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out of the scope of services.
27. **Coordination:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
28. **Occupational License:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri. The cost for this occupational license shall be borne by the Contractor. **No contract will be executed by the City until this occupational license has been obtained.**
29. **Authorization:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.

Bond Number: _____

****SAMPLE (TO BE COMPLETED UPON AWARD) ** PERFORMANCE BOND**

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

The condition of this bond is such that:

WHEREAS the above-named principal did on the ____ day of _____, 201_, enter into a contract with the City of Springfield, Missouri, for: **CITYWIDE PLUMBING SERVICES IN ACCORDANCE WITH REQUEST FOR PROPOSAL #033-2018**

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

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

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

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

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

In addition to any other remedies which may be had by the City of Springfield, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Springfield, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of re-advertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 201_, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

By: _____

Surety: _____

By: _____

Phone: _____

Email: _____

Approved as to Form:

City Attorney or Assistant City Attorney

Bond Number: _____

****SAMPLE (TO BE COMPLETED UPON AWARD) ** PAYMENT BOND FOR LABOR AND MATERIALS**

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

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 201_, enter into a contract with the City of Springfield, Missouri, for: **CITYWIDE PLUMBING SERVICES IN ACCORDANCE WITH REQUEST FOR PROPOSAL #033-2018**

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

Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the work afore-described, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing hourly rate of wages shall have been so specified).

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

It is understood and agreed that this bond is executed and furnished under the provisions of Section 2.5 of the Springfield City code.

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

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

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right in his name or in the name of the City of Springfield, Missouri, to bring suit upon this bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided by of Section 2.5 (d) of the Springfield City Code.

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 201_, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

City Attorney or Assistant City Attorney

Surety: _____

By: _____

Phone: _____

Email: _____

*****SAMPLE*** WORK ORDER FORM**
PLUMBING SERVICES CONTRACT REFERENCE IFB #033-2018

(Owner reserves the right to modify or make changes to this form/Contractor shall use latest revision of this form as supplied by the Owner. Current as of August 2017.

=====

Contractor Name: _____ **Work Order No.:** _____

Work Location: _____

Description of the Work:

(To be completed by the City prior to work order being submitted to Contractor)

Use separate sheet if more space is required.

The work shall be completed in accordance with the City of Springfield Plumbing Services Contract.

Work Order Start Date: _____

Calendar Days to Complete Work: _____

(To be completed by the Contractor prior to starting work)

Requested By: _____

Date: _____

City P.O. Number: _____

Contractor shall sign, date and submit one copy of this Work Order with invoice. A copy of this form and any additional support documents shall also be hand delivered, mailed to the Division of Purchases, 218 East Central, Springfield, MO 65802 emailed to kdaniel@springfieldmo.gov, or faxed to 417-864-1927 after signature by both parties.

Owner's Representative (Signed)

(Printed Name)

Date

Contractors Representative (Signed)

(Printed Name)

Date

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMO 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

In order to comply with sections 285.525 through 285.550 and 292.675 RSMO, City requires the following bid and contract documents:

1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

- a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Affidavit for any Public Works Project Contract – Effective 8-28-2009, Company shall comply with the provisions of Section 292.675 R.S.Mo. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

3. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program’s Memo of Understanding (MOU)). *See attached sample*

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

If you have any questions, please contact the City Purchasing Department at 417- 864-1620.

Affidavit of Compliance with Section 285.500, RSMo., et seq.

For All Agreements Providing Services In Excess Of \$5,000.00.

Effective January 1, 2009

STATE OF _____)

) ss.

COUNTY OF _____)

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

State of _____, personally appeared _____ (*Name*)

who is _____ (*Title*) of _____

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

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Print Name: _____

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public

My commission expires: _____

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

For Any Public Works Project Contract

Effective August 28, 2009

STATE OF _____)

) ss.

COUNTY OF _____)

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

State of _____, personally appeared _____ (*Name*)

who is _____ (*Title*) of _____

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

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

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

Signature

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

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

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

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

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security –Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

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

**CITY OF SPRINGFIELD
EVALUATION QUESTIONNAIRE
IFB #033-2018**

FAILURE TO ACCURATELY COMPLETE AND SUBMIT THIS FORM AND REQUIRED DOCUMENTATION WILL DEEM YOUR BID NON-RESPONSIVE AND YOUR BID WILL NOT BE ACCEPTED.

The local office of your firm has been in business as a Plumbing Service Contractor in work like the scope of this contract for _____ years.

The local office of your firm has been in business under its present name for _____ years.

List at least five projects that your company's local office currently has under contract and the approximate contract amounts. _____

What is the approximate total dollar amount of the projects your company's local office currently has under contract? _____

Has your company's local office ever failed to complete a project or contract? Yes _____ No _____

If yes, explain in detail: _____

Has your company's local office ever been involved in any litigation or arbitration as a result of projects or contracts of a similar nature to this contract? Yes _____ No _____

If yes, explain in detail: _____

List other types of work or activities, other than Plumbing Service, if any, that your company engages in: _____

Provide a list of the number of commercial, residential, and governmental clients/accounts you are currently servicing.

Commercial: _____ Residential: _____ Governmental: _____

State of Missouri Business License Number: _____

City of Springfield Business License Number: _____

CONTRACTOR'S PLUMBING SERVICES QUALIFICATIONS:

List at least **four Plumbing service contracts**, of at least two years in length, with commercial / industrial clients, you currently have or have successfully completed in the last three (3) years. _____

List at least **four Plumbing Services new construction projects** for commercial / industrial clients that you have completed in the last three years and the approximate dollar value of each. _____

Important Information: All work done under this agreement must be done by appropriately licensed workers.

The Contractor shall provide their Certified Apprentice Program certified by the Department of Labor. Also, the experience, training, special knowledge, and special skills of your workforce will be a significant factor in determining which bid is lowest and best. **Therefore, on separate sheets, please provide a resume for each of your workers that would be working on City projects.** Be as complete as you like on these resumes, but include as a **minimum** the following information for each technician:

- a. Name and position or job title.
- b. Master, Journeyman, or Apprentice License number and type of license.
- c. Years of experience in the mechanical trade.
- d. Employment history in trade, up to and including years employed with your firm.
- e. Any previous experience working on City of Springfield facilities and/or equipment.
- f. Previous experience servicing other commercial, industrial, or institutional facilities similar to City. (Please name the client facilities).
- g. Special training and/or certifications.
- h. **(Note: Failure to provide the minimum resume data requested above may be cause to reject a bid).**

List any other special tools, equipment, or capabilities that you may want us to know about.

REFERENCES:

State three companies, along with phone numbers and contact persons, for whom bidder has completed installation, construction, or service projects within the calendar year 2017:

State three companies, along with phone numbers and contact persons, with whom bidder is currently under contract to perform plumbing service, repair, preventive maintenance.

Contractor's Business and Financial Qualifications

Local office of your firm has been in business as plumbing service Contractor in work similar to the scope of this contract for _____ years.

List at least three projects that your company (local office) currently has under contract and the approximate dollar value of each contract. _____

Has your company (local office) ever failed to complete a project or had a contract cancelled?

Yes_____ No_____

If yes, explain in detail: _____

List other types of work or activities, if any, that your company (local office) engages in: _____

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #033-2018**

SUBMITTED BY _____

(Company Name)

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

DESCRIPTION	HOURLY RATE	OVERTIME HOURLY RATE (WEEKEND/HOLIDAY/ AFTER HOURS)
PREVAILING WAGE RATES DO NOT APPLY - General Repairs, Maintenance, Service and Adjustments. Work in this category will generally include minor repairs, maintenance that is not construction.		
MAINTENANCE/REPAIRS LICENSED MASTER PLUMBER	\$ _____	\$ _____
MAINTENANCE/REPAIRS LICENSED JOURNEYMAN PLUMBER	\$ _____	\$ _____
MAINTENANCE/REPAIRS PLUMBER APPRENTICE/LABOROR	\$ _____	\$ _____
PREVAILING WAGE RATES APPLY - New Construction/Additions. Construction includes construction, reconstruction, improvement, enlargement, alteration, painting, decorating, and major repairs. Work in this category shall generally consist of equipment or system additions, improvements, upgrades, or related work which goes beyond the scope of minor repairs, adjustments, service, inspections and maintenance.		
NEW CONSTRUCTION LICENSED MASTER PLUMBER	\$ _____	\$ _____
NEW CONSTRUCTION LICENSED JOURNEYMAN PLUMBER	\$ _____	\$ _____
NEW CONSTRUCTION PLUMBER APPRENTICE/LABOROR	\$ _____	\$ _____

EQUIPMENT CHARGES:	
DIGGER/AUGER TRUCK	\$ _____/HOURLY RATE
BACKHOE	\$ _____/HOURLY RATE
DUMP TRUCK	\$ _____/HOURLY RATE
TRENCHER	\$ _____/HOURLY RATE
IN THE SPACE BELOW PROVIDE ANY ADDITIONAL EQUIPMENT NECESSARY FOR THIS PROEJCT AND THE ASSOCIATED HOURLY RATE.	

OTHER CHARGES		
BACKFLOW PREVENTION INSPECTION FEE		\$ _____
SERVICE CALL - Charge for Service Call (if applicable)	Regular Response Rate	\$ _____
	After Hours Response	\$ _____
Job Estimating Time (if applicable)		\$ _____/per hour
Office/Administrative Time (If Applicable)		\$ _____/per hour
WARRANTY PERIOD for all parts, labor, and workmanship that is part of the repair for		_____ calendar days
Percentage of markup on materials with a cost less than \$2,000.00 Materials and Other Incurred Cost (Contractor Material) Not to Exceed 10%		% _____
Percentage of markup on materials with a cost between \$2,000.01 and \$4,999.99 Materials and Other Incurred Cost (Contractor Material) Not to Exceed 10%		% _____
Percentage of markup on materials with a cost over \$5,000.00 Materials and Other Incurred Cost (Contractor Material) Not to Exceed 10%		% _____
Percentage of markup on "new or replacement" materials with a cost less than \$2,000.00 Materials and Other Incurred Cost (Contractor Material) Not to Exceed 10%		% _____
Percentage of markup on "new or replacement" materials with a cost between \$2,000.01 and \$4,999.99 Materials and Other Incurred Cost (Contractor Material) Not to Exceed 10%		% _____
Percentage of markup on "new or replacement" materials with a cost over \$5,000.00 Materials and Other Incurred Cost (Contractor Material) Not to Exceed 10%		% _____
Percentage of mark-up allowed for administrative cost associated with subcontracted work		% _____

Is your company willing to be a secondary Contractor at these prices? ___ Yes ___ No

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____% _____ Days, Net _____ Days

**CITY OF SPRINGFIELD
AFFIDAVIT OF COMPLIANCE
IFB #033-2018**

To be submitted with vendor's Bid

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

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

Specific exceptions are as follows:

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

Company Name _____

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 BID"
IFB #033-2018**

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 **IFB #033-2018** FOR **CITYWIDE PLUMBING SERVICES** FOR THE FOLLOWING REASON(S):

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

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____