



**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
INVITATION FOR BID #053-2018**

**THIS IS NOT AN ORDER**

**RETURN**

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

Date Issued: October 10, 2017  
Buyer's Email: ckimzey@springfieldmo.gov  
Telephone Number: 417-864-2079  
Fax Number: 417-864-1927  
**DUE DATE: OCTOBER 24, 2017**

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SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON TUESDAY, OCTOBER 24<sup>th</sup>, 2017**. Bids will be opened by the buyer at the location listed above.

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

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

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**DESCRIPTION**

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**AIRPORT RUNWAY/TAXIWAY SOLID DRY DE-ICER (RE-BID)**

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

DELIVERY: F.O.B. DESTINATION

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

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**CITY OF SPRINGFIELD  
INSTRUCTION TO BIDDERS**

**01. Opening Location**

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

**02. IFB Delivery Requirements**

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

**03. Sealed and Marked**

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

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

**04. Legal Name and Signature**

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

**05. Corrections**

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

**06. Clarification and Addenda**

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

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at:

<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. Jurisdiction**

This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

**15. 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.

**16. 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.

**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. 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.*

**CITY OF SPRINGFIELD**  
**GENERAL TERMS AND CONDITIONS**  
**IFB #053-2018**

1. **PURPOSE:** This document constitutes an Invitation for Bid from prospective bidders for the establishment of a term contract to supply and deliver Airport Runway/Taxiway Solid Dry De-icer, for the City of Springfield, Springfield-Branson National Airport department, in accordance with the requirements and provisions stated herein.
2. **CONTRACT TERM:** The contract term shall be for a period of one (1) year, as stated on the Notice of Award of the Contract. The City of Springfield shall have the right, at its sole option, to renew the contract for four (4) additional one-year periods. If the Contractor is unable to renew the contract, the City of Springfield shall be notified at least sixty (60) days prior to the end of the contract term or contract extension.
3. **PRICE:** Bidder shall include ALL costs associated with the item within the quoted price. No additional charges will be allowed for freight, Federal or State regulations, hazardous material charges, surcharges, etc., that are not specifically included within the written price agreement.
4. **ESCALATION/DE-ESCALATION:** Bid prices shall remain firm for a period of six (6) months from the date of award. The contract prices may be changed after that time for the following reasons:
  - A. 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.
  - B. All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.
5. **ESTIMATED QUANTITIES:** Quantities listed are annual usage estimates for bid purposes only, based on past usage and projected needs. Actual usage may be more or less, and orders will be placed by the using department on an as needed basis.
6. **ADEQUATE STOCK:** The Contractor shall maintain adequate stock to assure that all orders placed against the contract are delivered promptly per delivery date specified in their bid.
7. **EXCEPTIONS TO SPECIFICATIONS:** Bidders taking exception to any part or section of the specifications 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 specifications as written. However, conditional or qualified bids with such exceptions, unless specifically allowed in the specifications, may be subject to rejection in whole or in part as nonresponsive.
8. **"OR EQUAL":** If bidding an equal, Bidders must include along with their bid, specifications or information sufficient for a thorough evaluation. Failure to do so may be cause for rejection as non-compliant. **If the item bid differs from the specifications, exceptions must be listed on the Affidavit of Compliance.**
9. **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 - Proposal Page. If this section is not completed, the City will assume terms

are Net Thirty (30) Days. Invoices shall be paid within thirty (30) days of receipt of a properly submitted invoice or the City's acceptance of items and/or services furnished, whichever is later, unless the City decides to take advantage of any prompt payment discount included in the bid.

- 10. PURCHASING CARD PROGRAM:** The City has a purchasing card program using the Visa network. Bidders may receive payment from the purchasing card in the same manner as other Visa purchases. The City desires bidders have the ability to accept Visa. The department 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.
- 11. DELIVERY:** Time is of the essence. If deliveries are not made at the time agreed upon, the City reserves the right to cancel or to have the same or like product and/or services provided outside of this contract when it is in the best interest of the City, as deemed necessary and appropriate.
- 12. REFERENCES:** The bidder must complete & return the "Reference Form" on page 16, to provide a list of current airport references using the product offered.
- 13. SAMPLES:** If requested, samples shall be supplied at the bidder's expense. Each sample shall be clearly identified with the proper nomenclature, product ID number, and the Bidder's name and address. **Please do not send samples unless requested to do so.**
- 14. BASIS FOR AWARD:** Award will not be made on price alone. In making an award, the City will evaluate the bids received considering such factors as listed below, as well as other factors which are considered pertinent.
  - A. Cost;
  - B. Compliance with Bid Specifications and Requirements;
  - C. Granular Shape of Product Offered;
  - D. Capability of Bidder to provide the Product and/or Service;
  - E. Prior Performance and References;
  - F. Routine Delivery;
  - G. Emergency Delivery;
- 15. QUESTIONS:** All questions regarding this bid should be submitted in writing to the Buyer, Chelcie Kimzey at [ckimzey@springfieldmo.gov](mailto:ckimzey@springfieldmo.gov).

**CITY OF SPRINGFIELD  
SPECIFICATIONS  
IFB #053-2018**

- 1. GENERAL:** The City of Springfield, Springfield-Branson National Airport department requires continuous 24 hours a day, 7 days a week, 365 days a year airport operations and must maintain its runways and taxiways in full operational readiness, especially during severe winter weather. The City requires annual contract support for seasonal needs of Dry Solid De-icer in sufficient quantities to sustain applications throughout the winter season. The City has an annual estimated usage of 10 Metric Tons.
- 2. SCOPE OF WORK:** The successful bidder shall provide all personnel, material and supplies, tools, equipment, transportation, licenses, taxes and any and all other items necessary to provide and efficiently deliver the product to the Springfield-Branson National Airport location listed below, as required during the contract term.
  - a. 3030 N. Lester Jones Avenue, Springfield, Missouri 65803
- 3. AIRPORT RUNWAY/TAXIWAY DRY DE-ICER SPECIFICATIONS & MINIMUM REQUIREMENTS:**
  - A. Reference: NEWDEAL NAAF, or equal. The burden of qualification by providing full disclosure of an "or equal product" resides within submission of the offer's support documentation.
  - B. Product Composition: The City desires the composition blend to be 70% Sodium Formate and 30% Sodium Acetate. Other composition blends will be considered.
  - C. Granular Shape: Granules must be irregularly shaped.
  - D. Packaging: 1 Metric Ton (2,205 lb.) Supersack, loaded on a skid/pallet.
  - E. Shall meet the latest FAA approved SAE Product Specification AMS-1431, as well as latest FAA Advisory Circular (AC) 150/5200-30.
  - F. Product shall have a current independent laboratory certification effective within not more than 36-months/3-years prior to the bid opening. A copy of this certification must be provided with the bid proposal.
  - G. A manufacturer's product technical bulletin, SDSs (Safety Data Sheets), and other guidelines for handling, storage and application of the products must be provided with the bid proposal.
  - H. Contractor shall comply with all federal, state, and local regulations particularly those relating to packaging and transport of materials.
- 4. WARRANTY:** Contractor expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.
- 5. DELIVERY:** All product shall be delivered FOB: DESTINATION to the following location:  
Springfield-Branson National Airport SRE, 3030 N. Lester Jones Avenue, Springfield, Missouri 65803
  - A. Routine Delivery: The City desires Routine Delivery to be within two (2) calendar days after receipt of order.



- B.** Emergency Delivery: The City desires Emergency Delivery to be within one (1) calendar day after receipt of order.
  
  - C.** All deliveries shall be coordinated with the Airport Maintenance Supervisor, Dan Ream at 417-839-0912.
- 6. DELIVERY TICKETS:** A delivery ticket is required for each delivered load. A delivery ticket showing load quantity, material type, date and time of delivery must be presented to and signed by the designated Airport Representative. One (1) copy remains with the representative and one (1) copy must be submitted with the invoice.
- 7. INVOICES:** An original invoice shall be submitted to the Springfield-Branson National Airport. The invoice shall reference the contract number or purchase order number and contain full descriptive information of the items or services furnished.
- 8. SAFETY DATA SHEETS (SDSs):** The Contractor shall fully comply with all federal, state, and local regulations regarding product labeling, packaging, and safety including providing Safety Data Sheets with each shipment hereunder.
- 9. SUBMITTALS - THE FOLLOWING DOCUMENTS MUST BE INCLUDED WITH THE VENDOR'S BID PROPOSAL:**
- a.** Bid Form – Proposal
  - b.** Reference Form
  - c.** Product Information Sheet with Complete Specification Data of Product being offered.
  - d.** Certificate of Conformance to latest SAE AMS-1431 & the latest FAA Advisory Circular (AC) 150/5200-30.
  - e.** Copy of Current Independent Laboratory Certification.
  - f.** Safety Data Sheets (SDSs)
  - g.** Affidavit of Compliance

**CITY OF SPRINGFIELD  
CONTRACT CONDITIONS  
IFB #053-2018**

- 1. 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. The term of the contract shall be for the period specified in the Notice of Award of the Contract.
- 2. 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.
- 3. LICENSES AND PERMITS:** All licenses and 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).
- 4. 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.
- 5. 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.
- 6. 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, products or services to be incorporated by a modification to the Scope of Work and the Contract.
- 7. TERMINATION OF CONTRACT:**
  - A. For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

- B. For Convenience: The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

**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.

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

**9. 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 assignments 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.

**10. CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Subcontractor and the City or between any Subcontractors.

**11. CONTRACTOR'S PERSONNEL:**

- A. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all

personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

- B. The Contractor represents, in accordance with RSMo statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

**12. CONTRACTOR'S PERSONNEL CONDUCT:** 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.

**13. NON-DISCRIMINATION:** 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.

**14. 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 comply with all applicable OSHA, State of Missouri Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction.

**15. CONFLICTS:**

- A. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.
- B. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

**16. 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.

**17. COORDINATION:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.

**18. FORCE MAJEURE:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond reasonable control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, or by any other force majeure event. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor. If a force majeure situation arises, the Contractor shall promptly notify the Division of Purchases in writing of such condition and the cause thereof.

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

**20. 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.

- 21. 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.
- 22. NON-EXCLUSIVE AGREEMENT:** This Invitation for Bid will result in a non-exclusive contract and the City reserves the right to purchase same or like materials and/or services from other sources as deemed necessary and appropriate.
- 23. CONFIDENTIALITY OF DOCUMENTS:** Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.
- 24. JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
- 25. 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.
- 26. 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.

**CITY OF SPRINGFIELD  
 BID FORM – PROPOSAL  
 IFB #053-2018**

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.

ITEM	EST. QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	10 Metric Tons	<p><b><u>Orders of 10 Metric Tons or More</u></b>  <b>Airport Runway/Taxiway Solid Dry De-icer, 1 MT Supersacks, Skid/Pallet Loaded;</b> in accordance with the attached specifications.</p> <p><b>Reference:</b> NEWDEAL NAAF, or equal.</p> <p><b>Mfg.:</b> _____</p> <p><b>Product ID:</b> _____</p> <p><b>Composition Blend Percentages:</b> _____</p> <p><b>Granular Shape:</b> _____</p>	<p>\$ _____            Price per            1 MT Supersack</p>	<p>\$ _____</p>
2.	10 Metric Tons	<p><b><u>(Optional) Orders of Less than 10 Metric Tons</u></b>  <b>Airport Runway/Taxiway Solid Dry De-icer, 1 MT Supersacks, Skid/Pallet Loaded;</b> in accordance with the attached specifications.</p> <p><b>Reference:</b> NEWDEAL NAAF, or equal.</p> <p><b>Mfg.:</b> _____</p> <p><b>Product ID:</b> _____</p> <p><b>Composition Blend Percentages:</b> _____</p> <p><b>Granular Shape:</b> _____</p> <p><b>Minimum Order Quantity:</b> _____</p>	<p>\$ _____            Price per            1 MT Supersack</p>	<p>\$ _____</p>

**DELIVERY OPTIONS:**

3.	<b>Routine Delivery:</b> _____ calendar days after receipt of order.	No Charge
4.	<b>Emergency Delivery:</b> _____ calendar days after receipt of order.	\$ _____/per instance

**ATTACH WARRANTY**

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

Accept Visa P-Card: Yes \_\_\_\_\_ No \_\_\_\_\_

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



**CITY OF SPRINGFIELD  
REFERENCE FORM  
IFB #053-2018**

**1.** Airport Name: \_\_\_\_\_  
Airport Address: \_\_\_\_\_  
Technical Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**2.** Airport Name: \_\_\_\_\_  
Airport Address: \_\_\_\_\_  
Technical Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**3.** Airport Name: \_\_\_\_\_  
Airport Address: \_\_\_\_\_  
Technical Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**4.** Airport Name: \_\_\_\_\_  
Airport Address: \_\_\_\_\_  
Technical Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**5.** Airport Name: \_\_\_\_\_  
Airport Address: \_\_\_\_\_  
Technical Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

**CITY OF SPRINGFIELD**  
**AFFIDAVIT OF COMPLIANCE**  
**IFB #053-2018**

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. \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

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

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

**CITY OF SPRINGFIELD  
STATEMENT OF "NO BID"  
IFB #053-2018**

**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 #053-2018** FOR **AIRPORT RUNWAY/TAXIWAY SOLID DRY DE-ICER (RE-BID)** 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: \_\_\_\_\_