



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #057-2018**

THIS IS NOT AN ORDER

RETURN TO:

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

Date Issued: October 18, 2017
Buyer's Email: kdaniel@springfieldmo.gov
Telephone Number: 417-864-1621
Fax Number: 417-864-1927
DUE DATE: November 8, 2017

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON WEDNESDAY, NOVEMBER 8, 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

TREES

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. 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 #057-2018**

1. **PURPOSE:** The purpose of this solicitation is to secure prices for tree purchases listed on the Bid Form for Winter/Spring 2018 tree planting projects.

2. **AWARD:**
 - 2.1 The City reserves the right to award line by line, bidders are encouraged to bid on one, some, or all of the trees listed herein.

 - 2.2 The City will award the low bidder meeting specifications; however, due to the health of the trees, the hardiness zone in which the trees are grown will also be a factor in the award selection process. All trees grown in the state of Missouri shall be considered first, then trees grown in USDA 6a and 6b will be considered second. Any tree not grown in Missouri or in USDA 6a or 6b will **NOT** be considered for award.

3. **ALTERNATIVES OR SUBSTITUTIONS:** The City will consider alternatives or substitutions for species, cultivar or size if the substitution is close to what the City is requesting. Please mark any alternative or substitution in the appropriate area on the bid form.

4. **DELIVERY:** F.O.B. Destination to the City of Springfield Tree Nursery at 2400 S. Scenic Avenue, Springfield, MO.
Delivery Requirement: The awarded contractor shall work with City staff to ensure delivery the first week of December for B&B trees and the first week of January for Bare-root trees). If you cannot adhere to this timeline you must take exception on the affidavit of compliance form.
 - 4.1 All trees ordered for fall planting shall be delivered within 30 days of the purchase order and official order placed by the City. The City desires delivery the first week of December and January. Deliveries after this date shall be approved by the City and shall be subject to a late delivery penalty/discount of 1% for each day of delay.

 - 4.2 Receiving hours at the City nursery are 7:00 am-12:00 pm Monday-Thursday. Deliveries shall be scheduled forty-eight hours in advance. The contractor shall allow the City time to inspect the trees for acceptance as they are off-loaded. The contractor is responsible for removing all trunk wrapping and/or canopy wraps and excess soil for acceptance inspections. It is the City's intent to inspect a minimum of twenty (20) percent of each delivery. If more than ten (10) percent of any delivery is rejected, the City reserves the right to reject the entire shipment.

5. **CITY'S RESPONSIBILITIES:**
 - 5.1 The City will assist in unloading the trees.

 - 5.2 The City will inspect and accept or reject trees as they are off-loaded on-site. Accepted trees will be tagged and maintained by the City.

 - 5.3 The Contractor will not be responsible for warranty of trees delivered to the nursery after inspection and acceptance by the City.

6. **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 upon 30 days 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 prior to termination of the contract. 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.

7. **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.

8. **ASSIGNMENT:** The Contractor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.

9. **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.

10. **QUESTIONS AND ADDENDUM:** All questions must be received by the City of Springfield Division of Purchases in writing (fax or e-mail) to the Attn: of Kara Daniel, Buyer at kdaniel@springfieldmo.gov or 417-864-1927. **Deadline for questions is seven (7) days prior to the bid opening date.**

**CITY OF SPRINGFIELD
SPECIFICATIONS
IFB #057-2018**

1. **SCOPE OF WORK:** The Contractor shall provide the following minimum goods/services:
 - 1.1 **Representations:** The Contractor expressly represents that it is professionally qualified to act as a Missouri Landscape and Nursery Association Missouri Certified Nursery Professional, or meet the standards set forth in each state's plant laws. The Contractor shall exercise reasonable professional care in the preparation and execution of all work hereunder.
 - 1.2 **Common/Scientific Name & Cultivar:** It is the City's intent to diversify the community forest. In so doing, it is desirable that the species listed in the attached Schedule of Prices/Tree List be provided as specified. Bidders are urged to propose only trees that can be provided with certainty. Alternatives and substitutions are acceptable with correct nomenclature for the species listed. Please mark any substitutions as exceptions on the Affidavit of Compliance Form.
 - 1.3 **Specifications for Tree Stock:**
 - 1.3.1 **Stock Type:** All stock types shall fully comply with the American Standard for Nursery Stock ANSI z60.1 and are subject to thorough acceptance inspection by the City. All trees shall be grown in an area with the same hardiness zone as Springfield, Missouri or have been grown in the state of Missouri. Refer to the bid list to determine which stock type is acceptable for each tree species. The minimum grade for the trees is to be landscape grade.
 - 1.3.1.1 **Container:** A flat, pot, tub, etc., usually made of plastic, wood, ceramic or metal, used to grow or hold one or more plants and which generally prevents the growth of roots beyond its side walls or bottom. The City will accept the listed container types. Bidders are to indicate the container type proposed. Preferred container types are given; however, alternative container types may be accepted. If proposing container types other than stated, note under EXCEPTIONS section on the Affidavit of Compliance.
 - 1.3.1.2 **Balled & Burlap (B&B):** Plants established in the ground which have been prepared for transplanting by digging so that the soil immediately around the roots remains undisturbed. The ball of earth containing the roots of the plants is then bound up in burlap or similar mesh fabrics. Bidders are to list the type of burlap or binding material.
 - 1.3.1.3 **Bare Root:** Harvested plants from which the soil or growing media has been removed. If bidding bare root trees, other than stated, they must be noted under exceptions on the Affidavit of Compliance (page 21).
 - 1.3.2 **Quantity:** Estimated quantities listed in the Bid Form have been established by the City of Springfield Public Works Department. The intention is to order approximately 305 trees for winter/spring 2018 planting. However, quantities may vary based upon bids received and funds available. The City shall be obligated to pay only for those quantities ordered and received.
 - 1.3.3 **Plant Sizes:** All stock types shall fully comply with the American Standard for Nursery Stock ANSI z60.1 and are subject to thorough acceptance inspection by the City. Container tree measurements for height shall be taken from the root flare to the average height of the top of the plant and not the longest branch. The minimum acceptable container size is seven (7) gallon. The maximum acceptable container size is twenty (20) gallon.

B&B tree caliper shall be measured six (6) inches above the root flare. The minimum size for B&B trees is 1.25-inch caliper. The maximum size for B&B trees is 2-inch caliper. Evergreen and multi-stem trees shall meet the minimum height requirement specified. Ball and/or container sizes for evergreen and multi-stem trees shall meet all applicable ANSI z60.1 sizing requirements.

Note: Trees with excess soil over the root flare will still be measured six inches above the flare for B&B trees. The contractor must provide staff to remove any excess soil for proper measurement for B&B or container type. Any B&B trees larger than 2-inch caliper will be rejected. Any trees with a height that exceeds the standard for the size of container will be rejected.

1.3.4 **Root Development:** Trees found to have stem girdling roots or significant J-roots will be rejected at the City's discretion. Container stock found to be root bound will be rejected at the City's discretion. Container stock without proper root establishment will be rejected at the City's discretion. B&B trees shall have been root pruned a minimum of two times prior to the digging year to encourage root development. Preference will be given contractors with proof of root pruning and other preferred nursery practices.

1.3.5 **Preventative Maintenance Requirement:** Contractor is to provide proof of borer control/preventative maintenance program for both coleopteran and lepidopteron insect borers. Two consecutive years of borer control/preventative maintenance are desired. If proposing preventative maintenance treatments other than stated, note under EXCEPTIONS section on the Affidavit of Compliance.

2. **GROWER'S LOCATION:** The Bidder shall submit with their bid a list of sub-contractors and plant material grower's location indicating their location either by the state in which they reside or applicable USDA Hardiness Zone.

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #057-2018**

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.

GROUP I: OVERSTORY TREES: Greater than 30 feet height at maturity										
#	QTY	TREE TYPE	COMMON NAME	BOTANICAL NAME	CULTIVAR	SIZE B&B	CONTAINER SIZE	UNIT PRICE	EXTENDED AMOUNT	
1.	1 EA	Medium Canopy/Shade						\$ _____	\$ _____	
		Preferred Species: (No substitutes)	Lacebark Elm	<i>Ulmus parvifolia 'allee'</i>	'Allee'			Quantity Bid: _____ ea		Total Quantity: 1 ea.
2.	8 EA	Medium Canopy/Shade						\$ _____	\$ _____	
		Preferred Species:	Pistache	<i>Pistacia chinensis</i>	species			Quantity Bid: _____ ea		Total Quantity: 8 ea
		Substitute (must specify):						Quantity Bid: _____ ea		

3.	1 EA	Medium Canopy/Shade						\$ _____	\$ _____
		Preferred Species: (No substitutes)	Perkins Pink Yellowwood	<i>Cladrastis kentukea</i> 'Perkins Pink'	'Perkins Pink'			Quantity Bid: _____ ea	Total Quantity: 1 ea

CONTINUED: GROUP I: OVERSTORY TREES: Greater than 30 feet height at maturity

#	QTY	TREE TYPE	COMMON NAME	BOTANICAL NAME	CULTIVAR	SIZE B&B	CONTAINER SIZE	UNIT PRICE	EXTENDED AMOUNT
4.	6 EA	Medium Canopy/Shade						\$ _____	\$ _____
		Preferred Species:	Katsura	<i>Cercidiphyllum japonicum</i>	'Red Fox'			Quantity Bid: _____ ea	Total Quantity: 6 ea
		Substitute (must specify):						Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	
5.	5 EA	Medium Canopy/Columnar						\$ _____	\$ _____
		Preferred Species:	Regal Prince Oak	<i>Q. robur</i> 'Fastigiata' x <i>Q. bicolor</i> 'Regal Prince'	'Regal Prince'			Quantity Bid: _____ ea	Total Quantity: 5 ea
		Substitute (must specify):						Quantity Bid: _____ ea	

CONTINUED: GROUP I: OVERSTORY TREES: Greater than 30 feet height at maturity

#	QTY	TREE TYPE	COMMON NAME	BOTANICAL NAME	CULTIVAR	SIZE B&B	CONTAINER SIZE	UNIT PRICE	EXTENDED AMOUNT
6.	10 EA	Medium Canopy/Columnar						\$ _____	Total Quantity: 10 ea
		Preferred Species:	Upright European Hornbeam	<i>Carpinus betulus 'Fastigiata'</i>	'Fastigiata'			Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	
7.	13 EA	Large Canopy/Shade						\$ _____	Total Quantity: 13 ea
		Preferred Species:	Street Keeper Locust	<i>Gleditsia triacanthos 'Draves' PP 21698</i>	'Street Keeper'			Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	
8.	10 EA	Large Canopy/Shade						\$ _____	Total Quantity: 10 ea
		Preferred Species:	Swamp White Oak	<i>Quercus bicolor</i>	Species			Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	

CONTINUED: GROUP I: OVERSTORY TREES: Greater than 30 feet height at maturity

#	QTY	TREE TYPE	COMMON NAME	BOTANICAL NAME	CULTIVAR	SIZE B&B	CONTAINER SIZE	UNIT PRICE	EXTENDED AMOUNT
9.	10 EA	Large Canopy/Shade						\$ _____	Total Quantity: 10 ea
		Preferred Species:	Liberty Elm	<i>Ulmus americana</i> 'American Liberty'	'American Liberty'			Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	
10.	14 EA	Large Canopy/Shade						\$ _____	Total Quantity: 14 ea
		Preferred Species:	Shumard Oak	<i>Quercus shumardii</i>	Species			Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	
11.	4 EA	Large Canopy/Shade						\$ _____	Total Quantity: 4 ea
		Preferred Species:	Bald Cypress	<i>Taxodium Distichum</i> 'Shawnee Brave'	'Shawnee Brave'			Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	

12.	9 EA	Large Canopy/Shade						\$ _____	Total Quantity: 9 ea
		Preferred Species: (No substitutes)	Ginkgo	<i>Gingo biloba 'Autumn Gold'</i>	'Autumn Gold'			Quantity Bid: _____ ea	
13.	9 EA	Large Canopy/Shade						\$ _____	Total Quantity: 9 ea
		Preferred Species: (No substitutes)	Ginkgo	<i>Gingo biloba 'Princeton Sentry'</i>	'Princeton Sentry'			Quantity Bid: _____ ea	

CONTINUED: GROUP I: OVERSTORY TREES: Greater than 30 feet height at maturity

#	QTY	TREE TYPE	COMMON NAME	BOTANICAL NAME	CULTIVAR	SIZE B&B	CONTAINER SIZE	UNIT PRICE	EXTENDED AMOUNT
14.	2 EA	Large Canopy/Shade						\$ _____	Total Quantity: 2 ea
		Preferred Species:	Dawn Redwood	<i>Metasequoia glyptostroboides 'Gold Rush'</i>	'Gold Rush'			Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	
15.	28 EA	Large Canopy/Shade						\$ _____	Total Quantity: 28 ea
		Preferred Species:	Silver Linden	<i>Tilia Tometosa 'Sterling Silver'</i>	'Sterling Silver'			Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	
		Substitute (must specify):						Quantity Bid: _____ ea	

GROUP I TOTAL: \$ _____

GROUP II: UNDERSTORY TREES: Less than 30 feet height at maturity									
#	QTY	TREE TYPE	COMMON NAME	BOTANICAL NAME	CULTIVAR	SIZE B&B	CONTAINER SIZE	UNIT PRICE	EXTENDED AMOUNT
16.	1 EA	Spring Flowering						\$ _____	\$ _____
		Preferred Species: (No Substitutes)	Hawthorn	<i>Crataegus viridis</i> 'Winter King'	'Winter King'				Total Quantity: 1 ea
17.	18 EA	Spring Flowering						\$ _____	\$ _____
		Preferred Species: (No Substitutes)	Whitebud	<i>Cercis canadensis f. alba</i> 'Royal White'					Total Quantity: 18 ea
18.	18 EA	Spring Flowering						\$ _____	\$ _____
		Preferred Species:	Eastern Redbud	<i>Cercis canadensis</i> 'Merlot'	'Merlot'			Quantity Bid: _____ ea	Total Quantity: 18 ea
		Substitute (must specify):						Quantity Bid: _____ ea	
19.	5 EA	Spring Flowering						\$ _____	\$ _____
		Preferred Species: (No Substitutes)	Sweetbay Magnolia	<i>Magnolia virginiana</i>	Species				Total Quantity: 5 ea

CONTINUED: GROUP II: UNDERSTORY TREES: Less than 30 feet height at maturity

#	QTY	TREE TYPE	COMMON NAME	BOTANICAL NAME	CULTIVAR	SIZE B&B	CONTAINER SIZE	UNIT PRICE	EXTENDED AMOUNT
20.	7 EA	Spring Flowering						\$ _____	\$ _____
		Preferred Species: (No Substitutes)	Sargent Cherry	<i>Prunus sargentii 'Sargent'</i>	'Sargent'				Total Quantity: 7 ea
21.	6 EA	Spring Flowering						\$ _____	\$ _____
		Preferred Species:	Kwanza Cherry	<i>Prunus Kwanza 'Kwanza'</i>	'Kwanza'			Quantity Bid: _____ ea	Total Quantity: 6 ea
		Substitute (must specify):						Quantity Bid: _____ ea	

GROUP II TOTAL: \$ _____

GROUP III: EVERGREEN

#	QTY	TREE TYPE	COMMON NAME	BOTANICAL NAME	CULTIVAR	SIZE B&B	CONTAINER SIZE	UNIT PRICE	EXTENDED AMOUNT
22.	31 EA	Large Canopy/Shade						\$ _____	\$ _____
		Preferred Species: (No substitutes)	Serbian Spruce	<i>Picea omorika 'Bruns'</i>	'Burns'				Total Quantity: 31 ea
23.	5 EA	Large Canopy/Shade						\$ _____	\$ _____
		Preferred Species: (No substitutes)	Eastern Red Cedar	<i>Juniperus virginiana</i>	Eastern Red			Quantity Bid: _____ ea	Total Quantity: 10 ea
24.	6 EA	Large Canopy/Shade						\$ _____	\$ _____
		Preferred Species:	Vanderwolf Pine	<i>Pinus Flexilis 'Vanderwolf'</i>	'Vanderwolf'			Quantity Bid: _____ ea	Total Quantity: 6 ea
		Substitute (must specify):						Quantity Bid: _____ ea	

GROUP III TOTAL: \$ _____

GROUP IV: Bare-Root

#	QTY	TREE TYPE	COMMON NAME	BOTANICAL NAME	CULTIVAR		Size 1"- 1 1/2"	UNIT PRICE	EXTENDED AMOUNT	
25.	6 EA	Spring Flowering						\$ _____	\$ _____	
		Preferred Species: (No substitutes)	Adirondack Crabapple	<i>Malus 'Adirondack'</i>	'Adirondack'					
26.	15 EA	Spring Flowering						\$ _____	\$ _____	
		Preferred Species:	Marilee Crabapple	<i>Malus 'Marilee'</i>	'Marilee'					Quantity Bid: _____ ea
		Substitute (must specify):								Quantity Bid: _____ ea
27.	24 EA	Spring Flowering						\$ _____	\$ _____	
		Preferred Species: (No substitutes)	Pink Flair Cherry	<i>Prunus sargentii 'JFS-KW58'</i>	'Pink Flair'					
28.	18 EA	Spring Flowering						\$ _____	\$ _____	
		Preferred Species:	First Blush Cherry	<i>Prunus 'JFS-KW14' P.A.F.</i>	'First Blush Cherry'					Quantity Bid: _____ ea
		Acceptable Substitute:								Quantity Bid: _____ ea

CONTINUED: GROUP IV: Bare-Root

#	QTY	TREE TYPE	COMMON NAME	BOTANICAL NAME	CULTIVAR		Size 1"- 1 1/2"	UNIT PRICE	EXTENDED AMOUNT
29.	15 EA	Spring Flowering						\$_____	\$_____
		Preferred Species:	Raspberry Spear Crabapple	<i>Malus</i> 'JFS KW213MX'	'Raspberry Spear'			Quantity Bid: ____ ea	Total Quantity: 15 ea
		Acceptable Substitute:						Quantity Bid: ____ ea	

GROUP IV TOTAL: \$_____

DELIVERY FEE PER DELIVERY (IF APPLICABLE): \$_____

TOTAL BID: \$_____

DELIVERY: F.O.B. DESTINATION

Prompt Payment Discount _____% _____ Days, Net _____ Days

**CITY OF SPRINGFIELD
QUESTIONNAIRE
IFB #057-2018**

THIS FORM MUST BE SUBMITTED WITH YOUR BID RESPONSE. FAILURE TO DO SO WILL RESULT IN YOUR BID RESPONSE BEING REJECT AS NON-COMPLIANT.

Are all trees grown in the state of Missouri? Yes _____ No _____ If no, please specify which trees are grown out of state and in what climate zone:

*Reminder: All trees grown in the state of Missouri shall be considered first, then trees grown in USDA 6a and 6b will be considered second. Any tree not grown in Missouri or in USDA 6a or 6b will **NOT** be considered for award.*

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #057-2018**

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 #057-2018** FOR **TREES** 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: _____