



CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR INFORMAL BID (IFIB) #005-2020
FOR: ELECTROCUT FILM

RETURN TO:

Ben Calia, Purchasing Agent
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: August 16, 2019
Buyer's Email: bcalia@springfieldmo.gov
Telephone Number: 417-864-1637
Fax Number: 417-864-1927
DUE DATE: August 26, 2019

BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO 3:00 P.M. ON MONDAY, AUGUST 26TH, 2019. Bids will be opened by the buyer at the location listed above:

- Bids shall be submitted on the forms provided and may be manually, electronically or digitally signed by the individual authorized to legally bind the company. Bidders are to submit all pages of this IFB identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your bid non-responsive.
Bids shall be submitted with the IFIB number clearly indicated.
Bids received after the opening date and time will be rejected.
The attached Terms and Conditions shall become part of any contract resulting from this bid.
The cutoff for any questions pertaining to this bid is Thursday, August 22, 2019 at 12:00 p.m.
Bid response may be faxed to 417-864-1927 or sent via email to: purchasingquotes@springfieldmo.gov

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

Respondent is REQUIRED to complete, sign and return this form with their submittal.

NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.

Company Name
Address
City/State/Zip
Telephone # Fax #

Authorized Person (Print)
Signature
Title
Date Tax ID #

State of Missouri Charter Number or Exemption Number

TABLE OF CONTENTS:

Cover Title-Signature Page	Page 1
Table of Contents	Page 2
Scope	Page 2
Instructions to Bidders	Page 3
Specific Requirements of Bid	Page 10
Specifications	Page 12
Pricing	Page 15
Sample Contract	Page 20
Standard Terms and Conditions	Page 22
Affidavit of Compliance	Page 32
Certification Regarding Potential Conflicts of Interest	Page 33
Statement of "No Bid"	Page 34

Bidding documents and any addendums are available by accessing Springfield Civic Plus at <https://mo-springfield.civicplus.com/bids.aspx> or by signing up as a vendor at www.DemandStar.com or by contacting the Buyer listed on page 1.

SCOPE: *The City of Springfield is seeking qualified firms or persons to provide ELECTROCUT FILM for the Department of Public Works Traffic Sign Shop. A contract will be issued in the form of a one (1) year term contract with the option to renew the contract for four (4) additional one-year terms.*

1.0 INSTRUCTION TO BIDDERS

1.1. 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 IFIB. All bidders or their representatives are invited to attend the opening of the IFIB.

1.2. IFIB 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. Bid response may be faxed to 417-864-1927 or sent via email to: purchasingquotes@springfieldmo.gov.

1.3. 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 Informal Bid number and addressed to:

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

1.4. Legal Name and Signature:

Bids shall clearly indicate the legal name, physical address, e-mail address and telephone number of the bidder (company, firm, corporation, partnership, or individual). Respondents legal entity company name must be identified the **SAME** on their W9 and Certificate of Insurance (COI). Bids may be manually, electronically or digitally signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

1.5. 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.

1.6. Clarification and Addenda:

Each bidder shall examine all Invitation for Informal 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 Informal Bids 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>

1.7. IFIB Expenses:

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

1.8. Irrevocable Offer:

Any Bid may be withdrawn up until the due date and time set for opening of the IFIB. 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 IFIB, until one or more of the Bids have been duly accepted by the City.

1.9. 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 Informal 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.

1.10. 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.

1.11. 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.

1.12. Applicable Law:

1.12.1. 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.

1.13. Right to Protest:

- 1.13.1. Appeals and remedies are provided for in the City Purchasing Manual. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.
- 1.13.2. 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.

1.14. Jurisdiction:

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

1.15. Ethical Standards:

With respect to this IFIB, 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.

1.16. Collusion:

By offering a submission to this Invitation for Informal 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 IFIB 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 IFIB:

- 1.16.1. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or contract 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.

- 1.16.2. 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.
- 1.16.3. 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.
- 1.16.4. 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.
- 1.16.5. 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.

1.17. Liability and Indemnity:

- 1.17.1. 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.
- 1.17.2. 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.
- 1.17.3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract 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.

1.18. IFIB Forms, Exceptions, Alternates:

Bids must be submitted on attached City IFIB 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 IFIB 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 or may render your bid non-responsive.

1.19. Bid Form:

All blank spaces must be completed with the appropriate response. The bidder must state the price 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.

1.20. 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.

1.21. 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.

1.22. 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.

1.23. 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.

1.24. 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.

1.25. 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.

1.26. 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).

1.27. Descriptive Information:

All equipment, materials, and articles incorporated in the product/work covered by this IFIB 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.

1.28. 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.

1.29. Samples (if required):

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

- 1.29.1. 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.
- 1.29.2. 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.
- 1.29.3. 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.

1.29.4. 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.

1.30. 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.

1.31. 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.

1.32. Tax Exempt:

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

1.33. Basis of Award:

- 1.33.1. Only firm Bids will be considered.
- 1.33.2. Bidders may be requested to submit financial statements subsequent to the Bid opening. Such statements shall be submitted to City within three (3) calendar days after being so requested.
- 1.33.3. The award of the Contract, if it is awarded, will be to the lowest responsible and responsive Bidder whose qualifications indicate the award will be in the best interest of the City and whose Bid complies with all prescribed requirements.
- 1.33.4. The right is reserved to make awards to multiple vendors, 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 and the right to disregard all non-conforming or conditional Bids or counter-proposals.
- 1.33.5. In the event two or more Bids to supply a commodity are equal in all evaluation criteria, including cost, such Bids shall be awarded first to the Bidder with offices within Springfield city limits, next to Bidders within Greene County, next to Bidders located in the adjacent counties, then next to other Missouri Bidders. If a tie Bid situation still exists after the application of these criteria, then the Bid shall be awarded by drawing lots or a flip of a coin.
- 1.33.6. Award may also be based on other evaluation criteria stipulated in the Invitation for Informal Bid.

1.34. Authorized Product Representative:

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.

1.35. 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.

1.36. 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.

1.37. 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.

1.38. 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 the City affirmatively ensure that in any contract entered into pursuant to this solicitation 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.

1.38.1 The City of Springfield encourages the participation of Disadvantage Business Enterprises (DBEs). If your firm is a designated DBE, please be sure and identify such on the enclosed Form Number 10 AFFIDAVIT OF COMPLIANCE.

1.39. Bid Tabulation:

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

1.40. Budgetary Constraints:

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

1.41. 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 Informal Bid unless otherwise noted on the Affidavit of Compliance Form.

1.42. Order of Precedence:

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

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

1.44. 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.

1.45. Contract Documents:

If it is determined that a contract be issued via this solicitation, the contract between the City of Springfield and the Contractor shall generally consist of: (1) applicable contract document, (2) the Invitation for Informal Bid, and any addenda thereto and, (3) the Contractor's bid, as accepted, submitted in response to the Invitation for Informal Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Informal Bid, and addenda thereto shall govern over the Bidder's bid and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Bidder, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Informal Bid, or the Bidder's bid. The Bidder is cautioned that the bid 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.

1.45.1. Any contract resulting from this solicitation may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

1.46. Local Vendor Preference:

- 1.46.1. Commodities (when applicable) - A commodity shall be defined as a non-specialized, non-customized mass produced good. In the event two or more bids to supply a commodity are equal in all evaluation criteria, including cost, such bids shall be awarded first to the bidder with offices within Springfield city limits, next to bidders within Greene County, next to bidders located in the adjacent counties, then next to other Missouri bidders. If a tie bid situation still exists after the application of these criteria, then the bid shall be awarded by drawing lots or a flip of a coin. The City may also, unless the terms, conditions and specifications of the solicitation state to the contrary, elect to divide the contract award between two or more bidders, if it deems such action to be in its best interests, in the exercise of its sole discretion.
- 1.46.2. Non-commodities (when applicable) for procurements of non-commodities The City should take into account factors such as impact on the local economy, time of delivery, maintenance, other pertinent costs, and recommend firms with offices in the Springfield Metropolitan Statistical Area (SMSA) when their bids are substantially equal in cost, specifications, conditions and bidders qualifications. A bid shall be substantially equal in cost if the differential for total cost is two percent or less.

1.47. Proprietary Information:

In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all bidders should be aware that Invitation for Informal Bids and the responses thereto become open public records once a fully executed contract is in place. Bidders are requested to identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Failure of bidders to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Bidders should identify any information as confidential and/or proprietary by stamping each page with such information "Confidential" and/or "Proprietary".

1.48. Delivery: F.O.B. Destination:

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

2.0 SPECIFIC REQUIREMENTS OF BID:

2.1 Renewal Option:

- 2.1.1 The City reserves the right to renew this contract for four (4) additional one-year renewal terms.
- 2.1.2 Adjustments in cost at the beginning of each renewal period must be agreed to by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Purchasing Agent no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.
- 2.1.4 The Buyer conducting this solicitation shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

2.2 Licenses and Permits: The successful bidder shall secure licenses imposed by law and ordinance and pay all charges and fees, which shall include a current City of Springfield, MO, Business License. Before issuance of a contract to the successful bidder, proof of the licenses (i.e. xerographic copy of the paid receipt or xerographic copy of the actual license) shall be provided to the Purchasing Division to be kept in the bid file as part of the permanent record. Any building permits that would be required for new work shall be provided by the City at no cost to the bidder. If applicable, it shall be the responsibility of the successful bidder to obtain a business license. To apply for a business license go to <https://www.springfieldmo.gov/2171/Business-License-Applications>. A business license shall not be required if the awarded contractors' place of business does not reside in the City of Springfield city limits and is only delivering products or equipment.

2.3 Insurance: The bidder must provide a Certificate of Insurance in accordance with all requirements shown in the insurance requirements section of this document prior to the award of a contract-if applicable.

2.4 Compliance: The following items shall be provided by bidder to the City of Springfield Purchasing Division. The following items shall be provided by Bidder to the City of Springfield Division of Purchases. To be considered complete and responsive, Bidder must submit all Pages identified with **"RETURN THIS PAGE"** of this IFB document as well as the specified number of copies. **Bidders are to submit all pages of this IFB identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your bid non-responsive.**

2.4.1 To be provided with Bid submittal:

- Section 4.0-Pricing Page
- Section 7.0-Affidavit of Compliance
- Section 8.0-CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST
- Section 9.0-Statement of "No Bid" (If Applicable)
- Executed Addendum(s)

2.4.2 To be provided prior to the issuance of a contract:

- W-9 (new vendor only). NOTE: W-9 shall identify the **SAME** legal entity company name as reflected on Page I, Cover Title-Signature Page of this Document.
- Vendor Information Form (new vendor only). W-9 should be provided on the most current Federal Form.

2.5 Conflict: By submission of its response, the bidder certifies that they are in compliance with items 2.5.1 through 2.6.4.

2.5.1 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 applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor/Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor/Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor/Consultant. City of Springfield Charter Sec. 19.16 also prohibits City board members from contracting with the department the board administrates or with the board he or she is a member of. Please be aware that you have a duty to disclose any member of your business that has a position on a City of Springfield board or commission, is a City Council

Member, a City employee, or the spouse or dependent child of a City employee. Failure to do so may render the contract with the City of Springfield void and result in the board member or City Council member forfeiting his or her job with the City. Additionally, it may be a violation of state law. If you would like more information on this contact the City or review City Charter Section 19.16 and Section 105.452 RSMo.

2.6 Debarment and Suspension Status:

- 2.6.1 **Bidder** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Bidder** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 2.6.2 **Bidder** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Bidder** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 2.6.3 **Bidder** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 2.6.4 **Bidder** has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.7 Missouri Registration: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>.

2.8 Pricing: All pricing shall remain firm and fixed for the contractual term.

2.9 Award: A Contract shall be awarded to that responsible and responsive bidder whose bid, conforming to the Invitation for Bids, will be most advantageous (lowest price and best value) to the City.

3.0 SPECIFICATIONS:

3.1 DESCRIPTION: Electronic cuttable films shall consist of highly durable, transparent, acrylic colored films coated with a transparent pressure sensitive adhesive protected by a removable translucent, synthetic, release liner. The films are designed to be cut on knife over roll (sprocket fed or friction fed) and flat-bed electronic cutting machines. The films shall be available in standard traffic colors, be dimensionally stable, and be designed to optimally cut, weed, lift, and transfer. Use of electronic cuttable films will not require the using agency to release any volatile organic compounds.

3.2 APPLICABLE DOCUMENTS:**3.2.1 ASTM Standards**

- a. B209 – Specification for Aluminum and Aluminum Alloy Sheet and Plate
- b. D523 – Standard Method for Test for Specular Gloss
- c. D4956 – Standard Specification for Retroreflective Sheeting for Traffic Control
- d. E284 – Standard Definition of Terms Relating to Appearance of Materials
- e. E308 – Computing the Colors of Objects by Using the CIE System
- f. E810 – Standard Test Method for Coefficient of Retroreflection of Retroreflective Sheeting
- g. E1164 – Standard Practice for Obtaining Spectrophotometric Data for Object Color Evaluation

3.2.2 CIE Publication Number 39 2, Recommendation for Surface Colors for Visual Signaling.

3.2.3 FP 92 Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects.

3.3 PERFORMANCE HISTORY:

3.3.1 The sheeting manufacturer shall provide test data showing that representative production material of the type to be supplied has met the requirements for 36 months of accelerated outdoor weathering described in Section 6.6.

3.3.2 This data shall be gathered by an independent agency, such as AASHTO's National Transportation Product Evaluation Program (NTPEP).

3.3.3 The data submitted shall cover the films manufactured by the sheeting manufacturer in standard traffic colors and the data collection shall have been completed no more than five (5) years prior to the offer.

3.3.4 To be considered an equal alternate to an existing qualified product, a candidate product must be used or weathered alongside the control or benchmark material to eliminate any bias in the exposure procedures.

3.4 TEST METHODS:

3.4.1 Test Conditions. Unless otherwise specified herein, all applied and unapplied test samples and specimens shall be conditioned at the standard conditions of 73 + 3° F (23 + 1.5° C) and 50 + 5% relative humidity for 24 hours prior to testing.

3.4.2 Test Panels. Unless otherwise specified herein, when tests are to be performed using test panels, the specimens of retroreflective and/or overlay film(s) shall be applied to smooth aluminum cut from ASTM B-209 Alloy 5052-H36, 5052-H38, 5154 H38, or 6061 T6 sheets on 0.020 inch (0.051 cm), 0.040 inch (0.102 cm), or 0.063 inch (0.160 cm) thickness. The aluminum shall be degreased and lightly acid etched before the specimens are applied. The specimens shall be applied in accordance with the recommendations of the reflective sheeting and electronic cuttable film manufacturer(s).

3.5 PHYSICAL REQUIREMENTS:

3.5.1 Color Requirements. When electronic cuttable film is applied to retroreflective sheeting, the resulting color of the composite sheeting will conform to Federal Specification FP 92, Section 718.01 and ASTM D 4956 or to the using agency specification for the appropriate retroreflective sheeting to which it is applied.

- a. Color Test. Conformance to color requirements shall be determined by instrumental method in accordance with ASTM E 1164 on sheeting applied to aluminum test panels. The values shall be determined on a HunterLab Labscan 6000 0/45 Spectrocolorimeter with option CMR 559 [or approved equal 0/45 (45/0) instrument with circumferential viewing (illumination)]. Computations shall be done in accordance with ASTM E 308 for the 2° observer.

3.5.2 Coefficient of Retroreflection, R_A . When transparent colored electronic cuttable film is applied per the manufacturer's recommendations over white retroreflective sheeting, the colored composite will conform to the percentage specified in Table 1. The coefficient of retroreflection shall be determined in accordance with ASTM E 810.

Table 1		
Coefficient of Retroreflection R_A * for Applied E.C. Films (expressed as % of white retroreflective sheeting background)		
Transparent Color	Minimum	Maximum
Green	13.0	20
Blue	6.5	20
Red	14.0	24
Yellow	60.0	80
Orange	30.0	-
Brown	5.0	-
Blue-Violet	1.4	-
Dark Green**	8.0	14

* R_A (cd/lux/m²) measurements shall be made at 0.2° observation angle, -4° entrance angle, and 0° rotation, per ASTM E-810.

** Standard green color for U.K., Australia, and New Zealand.

- a. Units. Coefficients of retroreflection R_A shall be specified in units of candelas per foot candle per square foot (candelas per lux per square meter).
- b. R_A measurements at 0.2° observation angle and -4° entrance angle (0° rotation) shall be made on the same area of sheeting before and after application of the colored overlay film.
- c. The ration of the R_A (color) to R_A (White) shall be calculated and converted to a percentage to determine the film transmission values.

3.5.3 Specular Gloss. The electronic cuttable film shall have an 85° specular gloss of not less than 50 when tested in accordance with ASTM D 523.

3.5.4 Processing and Cuttability. The electronic cuttable film shall permit cutting, weeding, masking with transfer tape, lifting, and application to retroreflective sheeting when used in accordance with manufacturer's recommendations at temperatures between 65° and 95° (18.3° and 35.0° C) and relative humidities between 30% and 70%. The film shall lay flat with minimal edge curl and be dimensionally stable.

3.5.5 Adhesive Liner. The protective lay flat liner shall be a synthetic film liner resistant to moisture absorption and curl and shall be removable by peeling, without breaking, tearing, or removing any adhesive from the electronic cuttable film. The liner shall have a controlled release from the adhesive coated film sufficient to allow cutting and weeding without the film popping off from the liner, while still allowing the liner to easily be peeled from the film during application. The liner shall be printed with an indelible mark indicating the name of the film manufacturer.

- a. Film with punched edges for use on sprocket fed knife over roll cutters shall be edge scored and weeded to remove film in the punched area as a means of eliminating adhesive build up on the sprockets.

3.5.6 Resistance to Accelerated Outdoor Weathering. When electronic cuttable film is applied to retroreflective sheeting, the surface of the film shall be weather resistant and show no appreciable cracking, blistering, crazing, or dimensional change after 3 years unprotected outdoor exposure, facing the equator and inclined 45° from the vertical (one year for orange EC film.) Following weather exposure, panels shall be washed in a 5% HCl solution for 45 seconds, rinsed thoroughly with clean water, blotted dry with a soft clean cloth and brought to equilibrium at standard conditions. After cleaning, the coefficient of retroreflection shall not be less than the value specified by the using agency for colored retroreflective sheeting.

- a. Show no appreciable evidence of cracking, scaling, pitting, blistering, edge lifting or curling or more than 1/32-inch (0.08 cm) shrinkage or expansion.
- b. Show "good" color fastness or better when tested as in paragraph 6.7.
- c. Retained reflectivity shall be the same as the using agency specification for colored retroreflective sheeting of the type being tested.
- d. The electronic cuttable film shall not be removable from the retroreflective sheeting without damage.
- e. Retroreflective performance measurements made after weather exposure shall be made only at angles of 0.2° observation and -4° entrance. Where more than one panel of a color is measured, the coefficient of retroreflection shall be the average of all determinations.

3.5.7 Colorfastness. One specimen, exposed and prepared as specified in paragraph 6.6 shall be wet out with a mild detergent and water solution and compared with a similarly treated unexposed specimen under natural (North sky) daylight or artificial daylight having a color temperature of 7600° K. The colorfastness shall be evaluated as follows:

- a. Excellent: No perceptible change in color.
- b. Good: Perceptible but no appreciable change in color.
- c. Fair: Appreciable change in color.

Appreciable change in color means a change that is immediately noticeable in comparing the exposed specimen with the original comparison specimen. If closer inspection or a change of angle of light is required to make apparent a slight change in color, the change is not appreciable.

3.5.8 General Characteristics and Packaging.

- a. Roll Goods. When supplied as roll goods, the electronic cuttable film shall be of good appearance, free from ragged edges, cracks and extraneous materials. The maximum number of splices in each roll shall be three per 50 yards of material. Splices shall be butted. The sheeting shall be packed snugly in corrugated fiberboard cartons, in accordance with commercially accepted standards. Each carton shall clearly stipulate the brand, quantity, size, lot or run number, and color. Stored under normal conditions the electronic cuttable film as furnished shall be suitable for use for a minimum period of one year.
- b. Sign Faces. When supplied as a finished sign face or mounted sign, the sign face, made of electronic cuttable film and retroreflective sheeting, shall comply with the appearance, specification, and good workmanship designated by the using agency for sign faces constructed of colored retroreflective sheeting of the same type.

3.6 PERFORMANCE REQUIREMENTS AND OBLIGATIONS:

- 3.6.1 Certification. The film manufacturer shall, upon request, submit with each lot or shipment, a certification which states that the material supplied will meet all of the requirements listed herein.
- 3.6.2 Field Performance Requirements. The electronic cuttable film applied to retroreflective sheeting, both materials applied in accordance with the manufacturer's recommendations, shall as a composite perform with the same effective performance life as the using agency specifies for that type of colored retroreflective sheeting. The composite sign will be considered unsatisfactory if it has deteriorated due to natural causes to the extent that: (1) the sign is ineffective for its intended purpose when viewed from a moving vehicle under normal day and night driving conditions; or (2) the coefficient of retroreflection is less than the minimums specified by the using agency for colored retroreflective sheeting.
- 3.6.3 Electronic Film Manufacturer's Replacement Obligation. Where it can be shown that retroreflective traffic signs with electronic cuttable film supplied and used according to the film manufacturer's recommendations have not met the performance requirements of Section 7.2, the film manufacturer shall cover restoration costs as provided in the using agency specification for colored retroreflective sheeting.
- 3.6.4 Government Using Agency Obligation. The using agency shall be responsible for requiring dating of all signs at the time of application. That date constitutes the start of the field performance obligation period.

4.0 PRICING:

SUBMITTED BY: _____
 COMPANY NAME

4.1 3M™ Electrocut™ Film, Series 1170, 18-inch x 50-yard Roll, Or Equal				
ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
4.1.1	2	Model No. 1170-18 (Clear) Mfg: _____ Model No.: _____ Delivery: _____calendar days after receipt of order.	\$ _____	\$ _____
4.1.2	2	Model No. 1171-18 (Yellow) Mfg: _____ Model No.: _____ Delivery: _____calendar days after receipt of order.	\$ _____	\$ _____
4.1.3	2	Model No. 1172-18 (Red) Mfg: _____ Model No.: _____ Delivery: _____calendar days after receipt of order.	\$ _____	\$ _____
4.1.4	2	Model No. 1174-18 (Orange) Mfg: _____ Model No.: _____ Delivery: _____calendar days after receipt of order.	\$ _____	\$ _____
4.1.5	2	Model No. 1175-18 (Blue) Mfg: _____ Model No.: _____ Delivery: _____calendar days after receipt of order.	\$ _____	\$ _____
4.1.6	20	Model No. 1177-18 (Green) Mfg: _____ Model No.: _____ Delivery: _____calendar days after receipt of order.	\$ _____	\$ _____
4.1.7	2	Model No. 1178-18 (Black) Mfg: _____ Model No.: _____ Delivery: _____calendar days after receipt of order.	\$ _____	\$ _____
4.1.8	10	Model No. 1179-18 (Brown) Mfg: _____ Model No.: _____ Delivery: _____calendar days after receipt of order.	\$ _____	\$ _____
TOTAL: 4.1				\$ _____

4.2 3M™ Electrocut™ Film, Series 1170, 24-inch x 50-yard Roll, Or Equal				
ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
4.2.1	2	Model No. 1170-24 (Clear) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.2.2	2	Model No. 1171-24 (Yellow) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.2.3	2	Model No. 1172-24 (Red) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.2.4	2	Model No. 1174-24 (Orange) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.2.5	2	Model No. 1175-24 (Blue) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.2.6	20	Model No. 1177-24 (Green) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.2.7	2	Model No. 1178-24 (Black) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.2.8	10	Model No. 1179-24 (Brown) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
TOTAL: 4.2				\$ _____

4.3 3M™ Electrocut™ Film, Series 1170, 30-inch x 50-yard Roll, Or Equal				
ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
4.3.1	2	Model No. 1170-30 (Clear) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.3.2	2	Model No. 1171-30 (Yellow) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.3.3	2	Model No. 1172-30 (Red) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.3.4	2	Model No. 1174-30 (Orange) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.3.5	2	Model No. 1175-30 (Blue) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.3.6	2	Model No. 1177-30 (Green) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.3.7	2	Model No. 1178-30 (Black) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.3.8	2	Model No. 1179-30 (Brown) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
TOTAL: 4.3				\$ _____

4.4 3M™ Electrocut™ Film, Series 1170, 36-inch x 50-yard Roll, Or Equal				
ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
4.4.1	2	Model No. 1170-36 (Clear) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.4.2	2	Model No. 1171-36 (Yellow) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.4.3	2	Model No. 1172-36 (Red) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.4.4	2	Model No. 1174-36 (Orange) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.4.5	2	Model No. 1175-36 (Blue) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.4.6	2	Model No. 1177-36 (Green) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.4.7	2	Model No. 1178-36 (Black) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.4.8	2	Model No. 1179-36 (Brown) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
TOTAL: 4.4				\$ _____

4.5 3M™ Electrocut™ Film, Series 1170, 48-inch x 50-yard Roll, Or Equal				
ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
4.5.1	2	Model No. 1170-48 (Clear) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.5.2	2	Model No. 1171-48 (Yellow) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.5.3	2	Model No. 1172-48 (Red) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.5.4	2	Model No. 1174-48 (Orange) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.5.5	2	Model No. 1175-48 (Blue) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.5.6	2	Model No. 1177-48 (Green) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.5.7	2	Model No. 1178-48 (Black) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
4.5.8	2	Model No. 1179-48 (Brown) Mfg: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order.	\$ _____	\$ _____
TOTAL: 4.5				\$ _____

4.6 Warranty: Specify warranty or attach warranty policy for all of the items listed above (4.1 through 4.5).

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____% _____ Days, Net _____ Days

5.0 SAMPLE CONTRACT:



City of Springfield
Division of Purchases
218 E Central
Springfield, MO 65802
Ph. 417-864-1620
Fax 417-864-1927

SUPPLIER
Company Name:
Attn:
Address:
Ph.
Fax

THIS CONTRACT, made and entered into this ___ day of ___ 20__ by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and ___, (type of entity) hereinafter referred to as the "Supplier". The effective date of this contract is the date of execution of the last party signing.

WITNESSETH:

THAT WHEREAS, the City of Springfield desires to engage the Supplier to provide ELECTROCUT FILM hereafter described in Invitation for Informal Bid #005-2020 which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Supplier submitted a bid and said bid is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the aforementioned documents adequately and clearly describe the terms and conditions upon which the Supplier is to furnish such equipment, supplies, labor and/or services as specified, IT IS AGREED,

- 1. The City of Springfield, Missouri, acting through its Purchasing Agent, does hereby accept, with modifications, if any, the Bid of Supplier.
2. That a copy of the Supplier's signed Bid is attached. The Supplier's Bid and the City's Invitation for Bid #005-2020 and Contract Documents becomes the contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and that the compensation to be paid the Supplier is as set forth in the Supplier's Bid. In the event of a conflict between the Supplier's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.
3. Goods shall only be provided after receipt of a written request or order from the City.
4. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be an original, enforceable contract.
5. The term of this Contract shall be for a one (1) year period from ___ through ___. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the Supplier. All pricing identified on the pricing page shall be in effect for the stated contractual period.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

David Holtmann, Director of Finance
or Acting Director of Finance

Date

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

Date

SUPPLIER

By: _____
Company Authorized Signature Date

Name: _____
Print

Title: _____

**CITY OF SPRINGFIELD, MISSOURI
Division of Purchases**

By: _____
Ben Calia, CPPB, City Purchasing Agent
Or Acting Purchasing Agent Date

6.0 STANDARD TERMS AND CONDITIONS:

6.1 GENERAL INSTRUCTIONS CONCERNING INVITATIONS FOR BIDS (IFB) SOLICITATIONS: This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

6.1.1 PREPARATIONS OF BIDS:

- A.** Bidders are expected to examine any drawings, specifications, schedule and all instructions. Failure to do so will be at the Bidder's risk.
- B.** Each Bidder shall furnish the information required by the invitation. The Bidder shall sign the invitation. Erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the City.
- C.** Unit Price for each unit Bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item Bid. In case of discrepancy between a Unit Price and Extended Price, the Unit Price will be presumed to be correct.
- D.** Alternate Bids for supplies or services other than those specified will not be considered unless authorized by the invitation. Bidders must submit complete specifications on all Alternate Bids (only if stated as allowable in the Bid document). Alternate Bids without complete specifications may be rejected. Alternate Bids and exceptions may be rejected. Alternate Bids and exceptions to Bid clauses must be clearly noted on the Affidavit of Compliance Bid Form. Unless otherwise indicated, it will be assumed that the article proposed is exactly as specified.
- E.** Bidder must state a definite time for delivery of supplies or services after receipt of order unless otherwise specified in the invitation.
- F.** Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
- G.** If the item has a trade name, brand and/or catalog number, such must be stated in the Bid.
- H.** Prices quoted are to be firm, final and shall include shipping F.O.B. Destination whereby all transportation charges shall be paid by Contractor, unless requested as a single line item.
- I.** In submitting Bids, Bidder agrees that the City of Springfield shall have ninety calendar (90) days in which to accept or reject any of the Bids submitted unless otherwise specified on the Bid page.
- J.** Bidder shall submit identified Bid documents to be considered responsive.

6.1.2 MODIFICATION OR WITHDRAWAL OF BID:

- A.** A Bid may only be withdrawn by one of the following methods prior to the official opening date and time specified:
 - 1)** A Bid may be withdrawn by signed, written notice.
 - 2)** A Bid may also be withdrawn in person by the Bidder or its authorized representative, who provides proper identification.
 - 3)** A Bid may be withdrawn via e-mail by the Bidder or its authorized representative.
- B.** A Bid may only be modified by one of the following methods prior to the official opening date and time specified:
 - 1)** A Bid may be modified by signed, written notice provided in a sealed envelope with the Bid number, description and the word "Modification" identified on the envelope.
 - 2)** A Bid modification may also be submitted in person by the Bidder or its authorized representative, who provides proper identification and provides written notice in a sealed envelope with the Bid number, description and the word "Modification" identified on the envelope.
- C.** All modifications shall not be opened until the official opening date and time to preserve the integrity of the Bid process. Telephone, telegraphic or electronic requests to modify a Bid/Solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bids' specified official opening date and time.

6.1.3 **LATE BIDS AND MODIFICATIONS:** It is the responsibility of the Bidder to submit a hard copy Bid, Bid Addendum(s) or Bid Modification(s) on or before the date and time of the Bid opening date and time. Bids will NOT be accepted after the date and time of opening under any circumstances.

6.1.4 **BONDS:** Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.)

A. Bid Deposits (Bonds):

Bid Deposit Not Required

Bid Deposit Required as stipulated in the "Invitation for Bid".

Note the following:

Bid Deposit – For the measure of liquidated damages which the City will sustain, the Bidder will furnish a Bid Deposit in the form of a bond, certified check, or money order in the amount of 5% of Base Bid made payable to the City of Springfield, Missouri, (personal or company checks will not be accepted), and the proceeds thereof will become the property of the City if for any reason the Bidder:

- 1) Withdraws his Bid after the opening of the Bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to the City whether or not the Bidder at the time of such withdrawal has been designated as the successful Bidder, or
- 2) Upon written notification of the award of contract to the company and they fail to properly sign and deliver to the City within ten "10" days after a Notice of Recommendation for Award has been issued; Labor and Materials and Performance Bonds, if required; Certificate of Insurance, and the written Contract (if applicable), formally evidencing the terms of the Invitation for Bid and their Bid as submitted.
- 3) The Bidder further agrees the City will have the right to retain the Bid Deposit for a period of ninety (90) calendar days from the Bid opening date. At the expiration of said time, or earlier at the option of the City, said Bid Deposit will be returned to the Bidder unless said Bid Deposit has become the property of the City as liquidated damages for one of the reasons stipulated above.

B. Performance and Labor and Material Payment Bonds:

Performance and Labor and Material Payment Bonds Not Required

Performance and Labor and Material Payment Bonds Required as stipulated in the "Invitation to Bid".

Note the following:

- 1) Prior to the execution of the Contract, Contractor shall furnish to the City a contract Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- 2) Date of bonds shall be the same as the date of City's execution of the contract.
- 3) The Performance Bond and Labor and Material Payment Bond shall be in an amount equal to the full contract price, guaranteeing the payment of all bills and obligations arising from the performance of the contract, and otherwise conditioned as required by law.
- 4) The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price.
- 5) At any time during the continuance of the Contract the surety on any bond becomes unacceptable to the City, the City shall have the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of City within ten (10) days after notice to do so.

6.1.5 **DISCOUNTS AND BID EVALUATION:** 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).

6.1.6 **MATERIAL AVAILABILITY:** Bidders must accept responsibility for verification of material availability, production schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the City of Springfield immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

6.1.7 AWARD OF CONTRACT:

A. Basis of Award:

- 1) Only firm bids will be considered.
- 2) Bidders may be requested to submit financial statements subsequent to the bid opening. Such statements shall be submitted to City within three (3) days after being so requested.
- 3) The award of the Contract, if it is awarded, will be to the lowest responsible and responsive bidder whose qualifications indicate the award will be in the best interest of the City and whose bid complies with all prescribed requirements.
- 4) The right is reserved to make awards to multiple vendors, 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 and the right to disregard all non-conforming or conditional bids or counter-proposals.
- 5) In the event two or more bids to supply a commodity are equal in all evaluation criteria, including cost, such bids shall be awarded first to the bidder with offices within Springfield city limits, next to bidders within Greene County, next to bidders located in the adjacent counties, then next to other Missouri bidders. If a tie bid situation still exists after the application of these criteria, then the bid shall be awarded by drawing lots or a flip of a coin.
- 6) Award may also be based on other evaluation criteria stipulated in the Invitation for Bid.

B. Evaluation of Bids:

- 1) The evaluation of bids may include consideration of prior experience, financial statements, if requested, sub-contractors, suppliers, and manufacturers to be used in the work and manufacturers' data on the materials, equipment to be incorporated and other evaluation criteria stipulated in the Invitation for Bid. Time of completion or delivery may also be a factor in the award.
- 2) "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City of Springfield.
- 3) Whenever the name of a manufacturer is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutes". The City may assume that items Bid are equal or it may request samples and proof thereof unless approved before shipment. City reserves the right to return at Bidder's expense all items that are not acceptable as equals, said items to be replaced by Bidder with satisfactory items at the original awarded price.
- 4) Bid submittals may also be evaluated on other criteria as stipulated in the Invitation for Bid.
- 5) If stipulated as a Bid requirement, only those Bids will be considered which are submitted by Bidders who submit with their Bid an Experience Statement listing projects and showing satisfactory completion of work of type and size comparable to the work required by these contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the Bid. Similar Experience Statements shall be included for any sub-contractors named in the Bid response.
- 6) The City reserves the right to consider cooperative contracts, federal, state, municipal, etc., during the evaluation process. The City may utilize a cooperative contract in lieu of making an award, if in the City's best interest.

- C. Notice of Recommendation for Award (Nora): After considering the basis of award and evaluation of Bids, City will within ninety (90) calendar days after the date of opening Bids, notify the successful Bidder that they have been recommended for award. The recommended Bid awardee will have ten (10) days to submit requested documents and to be in full compliance with the Bid requirements as identified in the NORA.

- 6.1.8 **QUALIFICATIONS OF BIDDERS:** The City may make such investigations as are deemed necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of

such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

- 6.1.9 **QUALITY GUARANTEE:** All customary guarantees for workmanship, quality and performance specific by the Manufacturer for any or all items shall apply to the items offered under this Bid. 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.

6.2 **GENERAL CONTRACTUAL REQUIREMENTS:**

6.2.1 **DEFINITIONS:**

- A. **"City"** shall refer to: City of Springfield, Missouri who are the owners of the property, and their authorized representatives.
- B. **"Contractor"** shall refer to the corporation, company, partnership, firm, or individual, named and designated in the contract agreement and who has entered into this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, his or their duly authorized agents or other legal representatives.
- C. The **"specifications"** includes, but is not limited to: Instruction to Bidders, Specific Requirements of the Bid, the Standard Terms and Conditions, the Definitions and the Technical Specifications of the work as described in the Invitation for Bid.
- D. A **"sub-contractor"** is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E. The term **"sample"** as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
- F. The term **"estimated"** represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.

- 6.2.2 **PURCHASE ORDERS:** The City will not be responsible for articles or services furnished without a purchase order being issued unless otherwise set forth in the Bid Documents or as allowed by the City.

- 6.2.3 **CONTRACT TERMS:** The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract and any specifications or Bid documents notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and the acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in the contract. Any different or additional terms other than those herein contained in Contractor's acceptance are hereby objected to.

- 6.2.4 **PACKAGING:** The City will not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein.

- 6.2.5 **INSPECTION AND ACCEPTANCE:** No material received by the City shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein, upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City

arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

- 6.2.6 **GENERAL GUARANTY AND WARRANTY:** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and his sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, they shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
- 6.2.7 **PATENTS:** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that he will at his own expense, defend every suit which may be brought against the City, or those selling or using City's product (provided Contractor is promptly notified of such suit and all papers therein are delivered to Contractor) for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees that he will pay all cost, damages and profits recoverable in any such suit.
- 6.2.8 **QUANTITIES:** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
- 6.2.9 **ACTS OF GOD:** Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- 6.2.10 **BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this contract or affirm the contract and hold Contractor responsible in damages.
- 6.2.11 **COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all federal, state or local laws, ordinances, rules, regulations and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this contract, including imposition of fines and penalties which result from the violation of such laws.
- 6.2.12 **LAW GOVERNING:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri and the City of Springfield, Missouri. Any dispute regarding this contractual agreement will be decided by the Circuit Court of Greene County, Missouri.
- 6.2.13 **TIME OF DELIVERY:** The City requires that all materials ordered will be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages sustained as a result thereof.
- 6.2.14 **INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** This contract 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.
- 6.2.15 **INVOICES:** An original copy of the invoice shall be submitted for each purchase and shall show the purchase order number or contract number and shall contain full descriptive information of item(s) or service (s) furnished. 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.
- 6.2.16 **NOTICE AND SERVICE THEREOF:** Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or

regular mail or e-mail, to the said Contractor at his last given physical or e-mail address or delivered in person to said Contractor or his authorized representative.

6.2.17 **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

6.2.18 **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. This contract may be terminated by the City upon thirty (30) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of contract by the Contractor, the City may purchase such supplies and/or services similar to those so terminated, and for the duration of the contract period the Contractor will be liable for all costs in excess of the established contract pricing.
- 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.

6.2.19 **INDEMNITY AND HOLD HARMLESS:**

- 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.

- G. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

6.2.20 **SUB-CONTRACTS:**

- A. The Contractor shall not execute an agreement with any sub-contractor to perform any work until he has written the City of Springfield to determine any disapproval of the use of such sub-contractor.
- B. The Contractor shall be fully responsible to the City for the acts and omissions of his sub-contractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by them.
- C. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the applicable provisions of the contract.
- D. Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

6.2.21 **UNIFORM COMMERCIAL CODE:** This contract is subject to the Uniform Commercial Code and shall be deemed to contain all the provisions required by said Code that apply to said Contract.

6.2.22 **CHANGES:** The City may at any time, by written order, without notice to any surety, make changes or additions, within the general scope of this contract in or to drawings, designs, specifications, instructions for work, methods of shipment or packing or place of delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this contract or purchase order, the Contractor shall notify the City in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of the contract. Any claim by the Contractor for such adjustment must be asserted within 30 days or such other period as may be agreed upon in writing by the parties after the Contractor's receipt of notice of the change. Nothing herein contained shall excuse the Contractor from proceeding with the contract as changed.

6.2.23 **RESPONSIBILITY FOR SUPPLIES:** The Contractor shall be responsible for supplies until they are delivered and accepted at the designated delivery point; and the Contractor shall bear all risks for rejected supplies after notice of rejection.

6.2.24 **EXECUTION OF CONTRACT:** Depending on the goods or type of service provided, one or more of the following methods will be employed. The methods applicable to this contract will be checked below:

- A. The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B. The contract shall consist of a **YEARLY CONTRACT** and a copy of the Contractors' signed Bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractors' Bid. Items not awarded, if any, have been deleted.
- C. The contract shall consist of a **ONE-TIME CONTRACT** and a copy of the Contractors' signed Bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractors' Bid. Items not awarded, if any, have been deleted.
- D. Copy of the Contract.
- 1) City will furnish a copy of the Contract Documents to the successful Bidder who shall execute (sign and date) said contract document, and provide items stated on the Notice of Recommendation for Award which may include, but not limited to: Required insurance as evidenced by a Certificate of Insurance, City of Springfield Business License and surety bonds properly executed.

- 2) The successful Bidders' executed copy shall be delivered to Owner within ten (10) days after the date of Notice of Recommendation for Award.
- 3) City will execute the Contract, insert the date of applicable signature at the beginning of the Contract, and return an executed copy to Contractor.

- 6.2.25 **FINAL PAYMENT:** Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon them/her by the contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number 6.2.52 below.
- 6.2.26 **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all authorized subcontracts awarded hereunder. 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 any authorized 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 any authorized 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.
- 6.2.27 **TAX EXEMPT: Do not bill tax.** The City of Springfield is exempt from payment of the Missouri Sales Tax, Missouri Tax ID Number: 12493651 in accordance with Section 39 (10), Article 3, of the Missouri Constitution.
- 6.2.28 **REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT":** The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in sub-contracts to insure compliance therewith by all sub-contractors' subject thereto, and shall be responsible for the submission of statements required of sub-contractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.
- 6.2.29 **CONFLICT OF INTEREST:** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor/Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor/Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor/Consultant.
- 6.2.30 **FUND ALLOCATION:** Continuance of any resulting Contract or issuance of a Purchase Orders is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall

anything contained in the contract constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the contract shall be construed so as to give effect to such intent.

- 6.2.31 **ASSIGNMENTS:** Neither City nor Contractor shall, without the prior written consent of the other, assign in whole or in part his interest under any of the Contract Documents and, specifically the Contractor shall not assign any moneys due or to become due without the prior written consent of the City.
- 6.2.32 **DEBARMENT:** By submission of its response, the Contractor certifies that neither it nor its principals is presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs and that neither it nor its principals nor its subcontractors receiving sub-awards is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal or State department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.
- 6.2.33 **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.
- 6.2.34 **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 Contract.
- 6.2.35 **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.
- 6.2.36 **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.

- 6.2.37 **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.
- 6.2.38 **TABACCO USE POLICY:** The City's goal is to create a tobacco free environment for customers and employees. Based on this goal and in response to customers and employees, effective August 1, 1999, City employees are prohibited from using tobacco products in any form within the Governmental Complex property. Effective November 1, 2005, this includes all individuals visiting or working, such as contractors and their employees, in the Governmental Complex area. Contracts for services within the Governmental Complex executed by the City after this date shall contain language regarding this policy. Use of tobacco products inside any City building is not allowed.
- 6.2.39 **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.
- 6.2.40 **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.
- 6.2.41 **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.
- 6.2.42 **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.
- 6.2.43 **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.
- 6.2.44 **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 a yearly contract. In the event the department does not use a purchasing card; a written purchase order will be issued.
- Restrictions and Limitations: Use of the purchasing card is limited at the departmental level to between \$2,000.00 and \$5,000.00 per transaction application. If the services rendered are routine daily, weekly, monthly, etc. with a monthly rate established; or, an infrequent or periodic one-time service; and, the charges are within the departmental single transaction cap, those departments are encouraged to utilize the purchasing card. Contractor is still responsible for providing the service location department with an itemized invoice for services rendered and which shall be referenced on any/all documentation supporting the transaction.
- 6.2.45 **ENTIRE CONTRACT:** This contract, including the terms and conditions contained or referenced herein, constitutes the entire contract between the parties. No modification, amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto.

7.0 AFFIDAVIT OF COMPLIANCE:

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 follow: _____

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. _____ Addendum No. _____
Addendum No. _____ Addendum No. _____
Addendum No. _____ Addendum No. _____

Email: _____

Federal Tax ID No.: _____

Disadvantaged Business Enterprise (DBE)

DBE Vendor Yes _____ No _____

Minority Owned Yes _____ No _____
Women Owned Yes _____ No _____
Veteran Owned Yes _____ No _____

8.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST:

The City’s Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

- 1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
- 2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
- 3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
- 4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
- 5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

9.0 STATEMENT OF "NO BID":

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 **IFIB #005-2020** FOR **ELECTROCUT FILM** FOR THE FOLLOWING REASON(S):

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

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR INFORMAL 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: _____