



CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
218 E. CENTRAL
SPRINGFIELD, MO 65802

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INVITATION FOR BID (IFB) #019-2023
TITLE-SIGNATURE PAGE

The City of Springfield will accept electronically submitted bids through its' e-bidding service provider, DemandStar, from qualified persons or firms interested in providing the following:

STEEL TRAFFIC POLES

BIDS MUST BE UPLOADED INTO DEMANDSTAR E-BIDDING SYSTEM PRIOR TO 3:00 P.M., CENTRAL TIME ON TUESDAY, OCTOBER 04, 2022. Bids will be opened by the buyer listed above. Bids will be read aloud publicly at the specified bid opening date and time via teleconference. To participate dial (602) 580-9796, then enter access code 2160129.

- 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 received after the opening date and time shall not be considered.
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 SEPTEMBER 23, 2022, 12:00 P.M., CST.
HAND DELIVERED, FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.

The undersigned certifies that they have the authority to bind the Bidder in a contract to supply the service or commodity in accordance with all terms and conditions contained herein. Please type or print the information below.

Bidder 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.

Form with fields for: Company Name, Authorized Person (Print), Address, Signature, City/State/Zip, Title, Telephone #, Fax #, Date, Tax ID #, Email Address, State of Missouri Charter Number or Exemption Number

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**LEGAL NOTICE:
INVITATION FOR BID #019-2023**

The City of Springfield will accept electronically submitted bids through its' e-bidding service provider, DemandStar, from qualified persons or firms interested in providing the following: STEEL TRAFFIC POLES

VENDOR NOTE 1: To register with DemandStar go to: <https://www.demandstar.com/registration>

VENDOR NOTE 2: For information on how to navigate DemandStar go to: [https://network.demandstar.com/wp-content/uploads/2020/04/DemandStar-2020-Users-Guide .pdf](https://network.demandstar.com/wp-content/uploads/2020/04/DemandStar-2020-Users-Guide.pdf)

VENDOR NOTE 3: If you have issues registering or uploading a bid, please contact DemandStar toll free at (866) 273-1863. DemandStar office hours are 8:00 AM to 7:00 PM Central Time, Monday through Friday. You can also contact the Division of Purchases at (417) 864-1620 or the Buyer stated on the Title-Signature Page of this solicitation document between the hours of 8:00 AM to 5:00 PM Central Time, Monday through Friday.

It is strongly recommended that vendors register with DemandStar as soon as possible to ensure your ability to provide a response to this solicitation by the due date and time. If you have any issues with DemandStar setup or navigation call (206) 940-0305.

Bids must be received electronically in the City's e-bidding service provider DemandStar by **3:00 P.M., CST., on OCTOBER 04, 2022**. Bids will be read aloud publicly at the specified bid opening date and time via teleconference. **To participate dial (602) 580-9796, then enter access code 2160129.**

Bidding documents and any addendums are available via the following methods:

1. By accessing the City's e-bidding service, Demand Star
https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029

The City is committed to providing opportunities to DBE, MBE, and WBE prime, general and subcontractors and encourages such business enterprises to submit responses.

SCOPE: The City of Springfield is seeking qualified firms or persons to provide Steel Traffic Poles to the City of Springfield's, Public Works Traffic Engineering Department in accordance with the requirements and provisions stated herein. A contract will be issued in the form of a purchase order.

1.0 INSTRUCTIONS TO BIDDERS

BID OPENING: Bids submitted in response to this Invitation for Bid (IFB) will be opened in the presence of Purchasing officials at the due date and time indicated on the IFB. Bids will be read aloud publicly at the specified bid opening date and time via teleconference or video conference. **Bids will be read aloud publicly at the specified bid opening date and time via teleconference or video conference. To participate dial (602) 580-9796, then enter access code 2160129.**

1.1 PREPARATION OF BIDS:

- 1.1.1 Bidders are expected and required to examine and understand any drawings, specifications, schedules, and all instructions related to this IFB. Failure to do so will be at the Bidder's risk.
- 1.1.2 Each Bidder shall furnish the information required by the IFB. The Bidder shall sign the IFB. Erasures or other changes must be initialed by the person signing the offer.
- 1.1.3 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.
- 1.1.4 Alternate Bids for supplies or services, other than those specified, shall not be considered unless authorized by the IFB. Bidders shall submit complete specifications on all Alternate Bids, unless otherwise provided in this IFB.
- 1.1.5 Alternate Bids without complete specifications may be rejected. Alternate Bids and exceptions may be rejected.
- 1.1.6 Alternate Bids and exceptions to Bid clauses must be clearly noted on the Affidavit of Compliance Form.
- 1.1.7 Unless otherwise provided in the IFB, Bidders shall state a definite time for delivery of supplies or services after receipt of order.
- 1.1.8 Time, if stated as a number of days, shall include Saturdays, Sundays, and holidays.
- 1.1.9 If the item has a trade name, brand, or catalog number, all such information shall be stated in the Bid.
- 1.1.10 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.

1.2 SUBMISSION OF BIDS:

- 1.2.1 To be considered responsive, bids must be uploaded to the City's e-bidding service, DemandStar at https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the specified due date and time. It shall be the sole responsibility of the Bidder to have their Bid uploaded on or before the stated due date and time.

- 1.2.2** E-mailed, hand delivered, or faxed Bids shall not be considered.
- 1.2.3** Submission of a Bid constitutes an assignment by Bidder of all anti-trust claims that Bidder may have under the Federal and State laws resulting from this Contract.
- 1.2.4** In submitting bids, Bidder agrees that the City of Springfield shall have ninety (90) calendar days in which to accept or reject any of the bids submitted unless otherwise specified.
- 1.2.5** Bidders shall submit all required and identified Bid documents to be considered responsive.
- 1.3 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 name must be identified the **SAME** on their submitted 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 TITLE-SIGNATURE PAGE shall invalidate same and it shall not be considered for award.
- 1.4 CORRECTIONS:** Corrections, 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 their authority to sign on behalf of Bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.
- 1.5 CLARIFICATION AND ADDENDA:**
- 1.5.1** Each Bidder shall examine all IFB 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 IFB shall be made through the Division of Purchases in writing. No oral interpretations shall be made to any Bidder by the City. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information shall be given. Receipt of an addendum to an IFB by a Bidder must be acknowledged by signing and uploading the addendum with your bid response to https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the opening time and date.
- 1.5.2** It shall be the responsibility of each Bidder, prior to submitting their Bid, to contact the Division of Purchases e-bidding platform at https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 to determine if addenda were issued and to make such addenda a part of their Bid.
- 1.6 IFB EXPENSES:** All expenses for making Bids to the City are to be borne solely by the Bidder.
- 1.7 IRREVOCABLE OFFER:** No Bid shall be withdrawn after the date and time set for opening Bids. All Bids shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) calendar days until one or more of the Bids have been duly accepted by the City.
- 1.8 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 this IFB. 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.

1.9 QUALIFICATIONS OF BIDDERS: Each Bidder shall submit a Statement of Bidder's Qualifications with their bid submittal. The City shall have the right to take such actions as it deems necessary to determine the ability of the Bidder to perform the work contemplated by this IFB Bidders shall furnish to the City such additional information and data as may be requested and shall cooperate with the City in all respects. The City reserves the right to reject any bid where an investigation or consideration does not satisfy the City that the Bidder is qualified to carry out properly the terms of the contract documents.

1.10 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.

1.11 APPLICABLE LAW: All applicable laws and regulations of the State of Missouri and the City of Springfield, Missouri including the City's Procurement Regulations and Procedures stated in the City Purchasing Manual shall apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the City Purchasing Manual. The following is the link to the City Purchasing Manual:

<https://www.springfieldmo.gov/DocumentCenter/View/7604/Purchasing-Manual-PDF>

1.12 RIGHT TO PROTEST:

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

1.12.2 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.

1.13 JURISDICTION: This IFB 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.

1.14 ETHICAL STANDARDS: With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards stated in the City Purchasing Manual or the State of Missouri Statutes, such Bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and may be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is located in sections 13-3.406-13.3.407 of the City Purchasing Manual. The following is the link to the City Purchasing Manual: <https://www.springfieldmo.gov/DocumentCenter/View/7604/Purchasing-Manual-PDF>

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

1.15.1 Any prices 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.

1.15.2 Any prices and/or cost data for this Bid have not knowingly been disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.

- 1.15.3** 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.
- 1.15.4** 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.
- 1.15.5** 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.
- 1.16 IFB FORMS AND EXCEPTIONS:** Bids must be submitted on attached City IFB Forms, however additional information may be attached by the Bidder. Bidders must indicate any exceptions to the City's requested specifications or terms and conditions, on the IFB Affidavit of Compliance. **Taking exception to the specifications or terms and conditions MAY render a Bidder's Bid non-responsive and may remove it from consideration for award.** All exceptions will be reviewed on a case-by-case basis and in compliance with the law and the City's procurement regulations. If no exceptions are noted Bidders shall 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.
- 1.17 BID DOCUMENTS:** All blank spaces must be completed and filled with the appropriate response. The Bidder shall state the price for what is proposed by Bidder 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 TITLE-SIGNATURE PAGE, Affidavit of Compliance, and any other requested or required documents as stipulated in section 2.1 COMPLIANCE, paragraph 2.1.1.
- 1.18 MODIFICATIONS OR WITHDRAWAL OF BID:**
- 1.18.1** A Bid may only be withdrawn by the following method prior to the official opening date and time specified:
- A.** A Bid may be withdrawn via e-mail to the buyer identified on page one of this document, by the Bidder or its authorized representative.
- 1.18.2** A Bid may only be modified by the following method prior to the official opening date and time specified:
- A.** A Bid that has already been uploaded may be modified by uploading another bid document and identify "MODIFICATION" on your bid submittal.
- 1.18.3** All modified bids 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.
- 1.19 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.
- 1.20 ERRORS IN BIDS:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications of this Bid before submitting their 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.

- 1.21 PRICES BID:** Give both unit price and extended total. Price shall 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, whereby all transportation charges shall be paid by Contractor unless requested as a single line item identified in this IFB. 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.
- 1.22 PAYMENT TERMS:** Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable and shall not be considered. 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.
- 1.23 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.
- 1.24 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).
- 1.25 DESCRIPTIVE INFORMATION:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.
- 1.26 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.
- 1.27 SAMPLES (IF REQUIRED):** For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.
- 1.27.1** 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.
- 1.27.2** 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 samples not removed by the Bidder within thirty (30) calendar days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

1.27.3 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.

1.27.4 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.

1.28 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 to the City. 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.

1.29 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.

1.30 TAX-EXEMPT: The City of Springfield, Missouri 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.

1.31 BASIS OF AWARD:

1.31.1 Only firm Bids shall be considered.

1.31.2 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.

1.31.3 The award of the Contract, if it is awarded, shall be awarded to the lowest responsible and responsive Bidder(s) whose qualifications indicate that awarding the Contract to said bidder(s) is in the best interest of the City and whose Bid complies with all prescribed requirements. Proposed time of completion of the work or delivery of goods will also be taken into consideration.

1.31.4 The City reserves the right to: (1) make awards to multiple bidders, by item, group of items, all or none, or a combination thereof; (2) to reject any and all Bids or waive any minor irregularity or technicality in any Bids received; and (3) to disregard all non-conforming or conditional Bids or counter proposals.

1.31.5 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.

1.31.6 Award may also be based on other evaluation criteria stipulated in the Invitation for Bid.

1.32 EVALUATION OF BIDS:

1.32.1 When evaluating submitted bids, the City may review, without limitation, the following: (1) the prior work experience of the bidder; (2) financial statements; (3) the qualifications of submitted sub-contractors, suppliers, and manufacturers to be used in the work; (4) data on the materials and equipment to be incorporated or used in the work; and (5) any other evaluation criteria which may be stipulated in the IFB. Proposed time of completion of the work or delivery of goods will also be considered in the evaluation of bid responses.

1.32.1.1 Any evaluation criteria shall be stipulated in this solicitation document and will include the applicable points and scoring parameters for each identified evaluation criteria.

1.32.2 "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, or any other applicable information, such reference is intended merely to establish a standard. Therefore, any material, article, or equipment of other manufacturers and vendors which will reasonably perform adequately the duties imposed by the general design will be considered equally acceptable by the City provided the material, article, or equipment so proposed, is, in the exclusive opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City.

1.32.3 Whenever the name of a manufacturer is mentioned in the IFB and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the designation "no substitutes" appears in the IFB. The City shall determine that items Bid are equal, or it may request samples and proof thereof to determine if said items are equal 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.

1.32.4 Bid submittals may also be evaluated on other criteria as stipulated in the IFB.

1.32.5 If stipulated as a Bid requirement, Bids will only be considered if they are submitted along with an Experience Statement which shall list projects and show satisfactory completion of work of comparable type and size to the work contemplated 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.

1.32.6 The City reserves the right to consider cooperative contracts, federal, state, municipal, and other governmental entities, during the evaluation process. The City may utilize a cooperative contract in lieu of making an award.

1.33 NOTICE OF RECOMMENDATION FOR AWARD (NORA): After considering the basis of award and evaluation of Bids the, 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 Bidder shall have ten (10) days to submit any requested documents and to be in full compliance with the Bid requirements as identified in the NORA.

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

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 **AFFIDAVIT OF COMPLIANCE**.

1.38.2 The Contractor agrees in the performance of this Contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political option or affiliation, against any employee or the Consultant or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

1.39 BID TABULATION: Bidders may request a copy of the Unofficial Bid Tabulation of the Invitation for 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 Bid unless otherwise noted on the Affidavit of Compliance Form.

1.42 ORDER OF PRECEDENCE: Any and all Terms and 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 IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

1.44 INSPECTION AND ACCEPTANCE: All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without City'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.

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 consist of: (1) applicable contract document, (2) the Invitation for Bid, and any addenda thereto and, (3) the Bidder's Bid, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid, and addenda thereto shall govern over the 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 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 Bidder's qualifications. A Bid shall be substantially equal in cost if the differential for total cost is two percent (2%) 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 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.

1.47.1 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". Identification of claimed confidential or proprietary information does not guarantee that such information may not be disclosed pursuant to applicable law.

2.0 SPECIFIC REQUIREMENTS OF BID:

2.1 COMPLIANCE: 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.**

2.1.1 To be provided with Bid submittal:

- Page 1-TITLE-SIGNATURE PAGE
- Section 4.0-Pricing Page
- Section 6.0-Affidavit of Compliance
- Section 7.0-Certification Regarding Potential Conflicts of Interest
- Executed Addendum(s) (If Applicable)

2.1.2 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.

2.2 CONFLICT: By submission of its response, the bidder certifies that they are in compliance with items 2.2.1 through 2.3.4.

2.2.1 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.

NOTE: COMPLETION AND SUBMITTAL OF ITEM 7.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR BID RESPONSE TO BE CONSIDERED RESPONSIVE.

2.3 DEBARMENT AND SUSPENSION STATUS:

2.3.1 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.

2.3.2 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.

2.3.3 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.

2.3.4 Bidder has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

2.4 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>

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

2.6 CERTIFICATE OF COMPLIANCE WITH SECTION 34.600 RSMO., ET SEQ. (ANTI-DISCRIMINATION AGAINST ISRAEL ACT): That pursuant to Missouri Revised Statute Sections 34.600 et seq., a Contractor must provide a written certification of compliance with the Anti-Discrimination Act, RSMo. 34.600 et seq. that the contractor is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten people.

3.0 SPECIFICATIONS:

3.1 STEEL POSTS AND MAST ARMS: Steel posts and mast arms shall be continuously tapered, hollow shafts fabricated as one continuous shaft or as individual segments at least 10 feet (3 m) long, joined together using electrically welded, intermediate, transverse, full penetration, circumferential joints. Steel posts and mast arms shall be fabricated from basic oxygen or open-hearth steel sheet. **The continuous, tapered, round** hollow shafts or individual segments shall be manufactured from one or two lengths of steel sheet, with one or two continuous, welded, longitudinal seams. The longitudinal seams in the mast arm shall be located outside of the upper half of the cross section of the member. Where transverse, full penetration, circumferential welds are used, the fabricator shall furnish to the engineer written certification that 100 percent of all such welds have been radiographed or ultrasonic tested by an independent testing agency using a qualified non-destructive testing technician, as described in Section 6.14.7 of ANSI/AWS D1.1 Structural Welding Code-Steel and equipment calibrated annually. The testing agency shall be approved by the engineer prior to fabrication. Post base and mast arm attachment plates shall be plate steel attached to the larger end of the shafts by continuous welds on the inside and outside of the shaft. After manufacture, the material shall have a minimum yield strength of 48,000 psi (330 MPa).

3.1.1 The posts will have the same bolt circle for 25-foot to 40-foot mast arms.

3.2 A handhole equipped with a suitable metal cover shall be provided in the post near the base, and 12 inches (300 mm) above the mast arm connection if luminaire mounting is specified. A grounding lug or connector shall be provided inside the post near the handhole. A removable rain-tight metal pole cap shall be provided on the top of the post and on the small end of each mast arm. All handhole covers and metal caps shall be securely attached to the post or arm with a galvanized steel chain and shall be held in place by screws. The chain shall be attached to the inside of the post or arm and shall be of sufficient length to allow maintenance access. An aluminum or stainless-steel identification tag shall be provided with all posts and mast arms as shown on the plans. The letters and numbers on the tag shall be embossed or engraved. The post tag shall be attached to the pole 6 inches (150 mm) above the top of the handhole. The mast arm tag shall be attached 3 inches (75 mm) from the base of the end cap. The base plate shall be equipped with four cast steel or cast-iron nut covers in accordance with AASHTO M 103 or M 105, or four aluminum nut covers and shall have four galvanized or stainless-steel screws for securing covers to the pole. All poles, shoe bases, base plates and cast steel or cast-iron nut covers shall be fully galvanized after fabrication. All anchor bolt nuts shall be completely covered by nut covers. Luminaire bracket arms, when specified, shall be included with the post and mast arm. The contractor may furnish posts with the shape, gage and dimensions meeting or exceeding those required by the plans and specifications, provided shop drawings are submitted and approved.

3.3 Welding and fabrication of the assemblies shall be in accordance with the ANSI/AWS D1.1 Structural Welding Code-Steel. All requirements of the welding code for tubular structures will apply to the fabrication for the post and mast arm shafts and shall include any welds used to attach these members to plates or other hardware. The manufacturer shall employ qualified personnel to perform all visual and nondestructive testing (NDT) required. In addition to the visual inspections and NDT that may otherwise be required by the welding code, the manufacturer shall perform 100 percent magnetic particle (MT) testing of circumferential fillet welds used to attach the flange plate to the larger end of the mast arm shaft. NDT personnel shall be qualified as set forth in paragraph 6.14.7 of ANSI/AWS D1.1 Structural Welding Code-Steel. Qualifications of NDT personnel shall be submitted to the engineer for approval.

3.4 The post and mast arm manufacturer shall be certified under the AISC certification program, Conventional Steel Building, or higher category. Evidence of current AISC certification will be required prior to the approval of shop drawings and lapsing of the certification will be cause for non-approval of the manufacturer.

3.5 Steel posts, luminaire bracket arms, mast arms, nut covers, and plate steel bases shall be hot-dip galvanized inside and out after fabrication, visual inspections and NDT testing. Galvanized material shall be handled in such a manner to avoid damage to the surface. Any galvanized material on which the coating has been damaged will be rejected or may, with approval from the engineer, be repaired accordingly.

3.6 FABRICATOR'S CERTIFICATION: Prior to erection of the posts and mast arms, the contractor shall furnish to the engineer a fabricator's certification. The certification shall specifically state the fabricated posts and mast arms have been quality control inspected by the fabricator and all material and manufacturing processes used were in full compliance with the specification requirements and the approved shop drawings and weld procedures. Certification shall be accompanied by supporting

documentation, including the results of the visual inspections and NDT in accordance with **Sec 3.3** and copies of the pre-approved shop drawings.

FOR STEEL BLACK DECORATIVE POLES ONLY

- 3.7 CORE PROTECTION, SURFACE PREPARATION AND HOT DIP GALVANIZING:** The fabricated steel product surfaces are prepared per ASTM A123 requirements and hot dip galvanized under these requirements by immersion in a molten bath of prime western grade zinc maintained at 840 degrees F. flush ash skimmed from the bath surface prior to immersion and extraction if the product to assure a debris free zinc coating.
- 3.8 RESILIENT COAT, INTERMEDIATE COAT:** All galvanized exterior surfaces visually exposed are coated with technology advanced chip resistive epoxy resin primer to a minimum dry film thickness (DFT) of 3.0 with the minimum (DFT) of 6.0 MILS applied to the lower 8 feet of the pole. Prior to application the surfaces to be coated are mechanically etched by brush blasting and degassed via preheating for a minimum of one (1) hour in a gas-fired convection oven. The technology advanced epoxy resin is applied via electrostatic spray equipment. Intermediate coat must be energy absorptive, chip resistant and capable of achieving a rating of 10A under testing per ASTM procedure D1370 which is based on the SAEJ400 test.
- 3.9 LEVEL I TOPCOAT, SUPER DURABLE POLYESTER TOPCOAT:** The intermediate coated surfaces are coated with TGIC super durable polyester topcoat to a minimum dry film thickness of 3.0 MILS via electrostatic spray equipment.

4.0 PRICING:

SUBMITTED BY: _____
 Company Name

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

ITEM	QTY	DESCRIPTION	UNIT PRICE
4.1	1	Steel Black Decorative Fluted Signal Pole with a 35' Mastarm at an 18' Mounting Height with 8' Luminaire at a 30' Mounting Height Mfg.: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order. SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____
4.2	1	Steel Pole with a 45' Mastarm at an 20' Mounting Height with 15' Luminaire at a 30' Mounting Height Mfg.: _____ Model No.: _____ Delivery: _____ calendar days after receipt of order. SHALL WARRANTY THE ABOVE EQUIPMENT FOR PARTS, LABOR, AND TRAVEL FOR _____	\$ _____
4.3		Total for 4.1-4.2	\$ _____

4.4 Is the pricing provided above tax exempt per the City of Springfield's State of Missouri tax exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.31? _____ Yes _____ No

4.5 If you answered "No" to the question posed in section 4.10, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.31? _____ Yes _____ No

4.6 All pricing shall reflect F.O.B. Destination and shall remain firm and fixed for the duration of the contractual term.

Accept Visa P-Card: Yes _____ No _____

Prompt Payment Discount _____ % _____ Days, Net _____ Days

5.0 STANDARD TERMS AND CONDITIONS: This contract expresses the complete agreement of the parties and performance shall be governed by the terms and conditions contained herein. Changes, additions, or modifications hereto must be in writing and executed by both parties.

5.1 BONDS: Bonds shall be required as designated below. **Bonds may be provided via an electronic format, if an electronic format is utilized, Surety2000 or SuretyWave shall be utilized for the provision of said bonds.** Bonds shall be executed with the proper sureties, through a company which: (1) is licensed to operate in the State of Missouri (2) which holds a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 ,(3) us listed on the current U.S. Department of the Treasury Circular 570, (4) have at least A Best's rating, (5) and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.

A. Bid Deposits (Bonds) Requirements:

Bid Deposit Not Required

Bid Deposit Required as stipulated in the "IFB".

Bid Deposit Requirements:

For the measure of liquidated damages which the City will sustain, the Bidder shall 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 shall not be accepted. The proceeds thereof shall become the property of the City if for any reason the Bidder:

- 1) Withdraws their 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,
- 2) Upon written notification of the award of Contract to the company and the company fails 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 IFB and their Bid as submitted, or
- 3) The Bidder further agrees the City shall 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 shall 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, Labor and Material Payment Bonds Requirements:

Performance, Labor and Material Payment Bonds Not Required

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

Performance, Labor and Material Payment Bonds Requirements:

- 1) Prior to the execution of the Contract, Contractor shall furnish to the City a Performance Bond and a Labor and Material Payment Bond drawn upon the forms included in these Contract Documents.
- 2) The date of said 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 so as to fully cover the full Contract price and in an amount guaranteeing the payment of any and all bills and obligations arising from the performance of this Contract, and otherwise conditioned as required by law.
- 4) Contractor expressly agrees that said 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 or amendment regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify their surety of any changes affecting the general scope of the work or change in the Contract Price.
- 5) If at any time during the term of this Contract the surety on any bond becomes unacceptable to the City, the City shall have the right to require additional and sufficient sureties from the Contractor and the Contractor shall furnish, to the satisfaction of City, within ten (10) days after notice to do so said additional and sufficient sureties.

5.2 DISCOUNTS AND BID EVALUATION: Any and all discounts, except cash discounts for prompt payments, shall 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 the award.

5.3 MATERIAL AVAILABILITY: Bidders shall accept responsibility for verification of material availability, production schedules, and any other pertinent data prior to submission of a bid and delivery time. It is the responsibility of the bidder to notify the City immediately if materials specified in their bid are discontinued, replaced, or not available for any period of time that may affect the performance of this Contract.

5.4 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.

5.5 GENERAL CONTRACTUAL REQUIREMENTS:

5.5.1 CONTRACTUAL DEFINITIONS The following definitions shall apply to this "Standard Terms and Conditions:"

- A. "City" or "Owner" shall refer to: City of Springfield, Missouri, 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 or to furnish the goods, services, or construction covered thereby at an agreed upon price, and 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 IFB.
- 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.

5.6 PURCHASE ORDERS: The City shall not pay or otherwise be obligated to pay 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.

5.7 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 incorporated therein. No language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and which may be accepted by the City, or any terms or conditions contained in such document shall be binding on the City. Contractor and City expressly agree that any different or additional terms, other than those herein contained, in Contractor's acceptance are invalid and are not to be considered part of this Contract.

5.8 PACKAGING: The City shall 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. It is the parties' intent that prices bid by the bidder shall be inclusive.

5.9 INSPECTION AND ACCEPTANCE: No material received by the City shall be deemed accepted by the City until the City has provided written notice of acceptance. All material which is discovered to be defective, or which does not conform to any warranty of the Contractor or the Contract, upon initial inspection, or at any later time shall be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without City'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.

- 5.10 GENERAL GUARANTY AND WARRANTY:** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and their 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, Contractor shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
- 5.11 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 they will at their own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees to pay all cost, damages, and profits recoverable in any such suit.
- 5.12 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.
- 5.13 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.
- 5.14 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.
- 5.15 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.
- 5.16 TIME OF DELIVERY:** All materials ordered shall 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 or costs sustained as a result thereof.
- 5.17 INTERPRETATION OF CONTRACT:** 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.
- 5.18 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 items or services furnished. All invoices must be received within one year after goods or services have been provided otherwise invoices shall be considered delinquent. Delinquent invoices shall not be paid by the City unless prior arrangements have been made in writing.
- 5.19 NOTICE AND SERVICE THEREOF:** Any notice to any Contractor from the City relative to any part of this Contract shall 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 their last given physical or e-mail address or delivered in person to said Contractor or his authorized representative.
- 5.20 PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall 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 shall forthwith be physically amended to make such insertion or correction.
- 5.21 TERMINATION OF CONTRACT:**

A. For Breach: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract. The City may terminate this Contract immediately for breach of Contract, should the Contractor fail to perform in accordance with the terms and conditions of this Contract. In the event of any termination of Contract by the Contractor, the City may purchase such supplies and services similar to those so terminated, and for the duration of the Contract period the Contractor shall be liable and shall pay for all costs in excess of the established Contract pricing.

1) Attorney Fees: In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

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.

5.22 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.

5.23 SUB-CONTRACTS:

- A.** The Contractor shall not execute an agreement with any sub-contractor to perform any work until the City has provided written consent of the use of such sub-contractor.
- B.** The Contractor shall be fully responsible to the City for the acts and omissions of any sub-contractors, and of persons either directly or indirectly employed by them, as Contractor 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 provisions of the Contract.
- D. Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

5.24 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.

5.25 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 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.

5.26 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.

5.27 EXECUTION OF CONTRACT: Depending on the goods or type of service provided, one or more of the following methods shall 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.

5.28 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).

5.29 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.

5.30 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.

5.31 REGULATIONS PURSUANT TO "ANTI-KICKBACK ACT": The Contractor shall comply with the applicable regulations of the United States Department of Labor, made pursuant to the "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 of the Department of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

5.32 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 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 further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

5.33 FUND ALLOCATION: 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 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.

5.34 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.

5.35 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.

5.36 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.

5.37 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.

5.38 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.

5.39 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.

5.40 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.

5.41 TOBACCO USE POLICY: Per the City Manager Administrative Memorandum #22: All individuals visiting or working, such as citizens or contractors and their employees, in the Government Complex area are prohibited from using tobacco products in any form within the Governmental Complex property. The Government Complex is defined as all buildings, property and grounds bound by Chestnut Expressway to the South, Central Avenue to the North, Campbell Avenue to the West and Jefferson Avenue to the East. contractors and their employees shall not use tobacco products inside any City building.

5.42 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.

5.43 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.

5.44 NON-EXCLUSIVE AGREEMENT: This IFB 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.

- 5.45 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.
- 5.46 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.
- 5.47 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.

6.0 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 follows:

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

Company Name: _____

Telephone Number: _____

By: _____
(Authorized Person's Signature)

Fax Number: _____

(Print or type name and title of signer)

Email: _____

(Company Street/P.O. Box Address)

Federal Tax ID No.: _____

(City, State, Zip Code)

Date: _____

DBE Vendor (Yes/No): _____

Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

7.0 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.

*****Any violation of this section renders the contract or sale void, and any council member, officer, employee, or board member violating the Section thereby forfeits his office or 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: _____

Company: _____

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

8.0 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 **IFB #019-2023** FOR **STEEL TRAFFIC POLES** 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 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: _____