



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

Buyer: Morgan Blankenship
Email: morgan.blankenship@springfieldmo.gov
Phone: (417) 864-2079

REQUEST FOR PROPOSALS (RFP) #045-2023
TITLE-SIGNATURE PAGE

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

SPRINGFIELD ART MUSEUM STRATEGIC PLAN DEVELOPMENT CONSULTANT

IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES
PROPOSALS MUST BE UPLOADED INTO DEMANDSTAR E-BIDDING SYSTEM LOCATED AT
https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029
PRIOR TO THE CLOSING DATE OF THURSDAY, DECEMBER 22, 2022, AT 3:00 P.M., CENTRAL TIME

The name of proposal providers will be read aloud publicly at the specified RFP closing date and time via teleconference or video conference. To participate dial (720) 843-2938, then enter access code 2160129.

A PRE-PROPOSAL CONFERENCE IS SCHEDULED FOR TUESDAY, DECEMBER 6, 2022, 3:30 P.M., CENTRAL TIME, ZOOM

The cutoff for any questions pertaining to this solicitation is Tuesday, December 13, 2022, 12:00 P.M., Central Time.

Any questions shall be submitted in writing to the buyer identified above.

Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages.

Failure to do so shall render your proposal non-responsive.

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.

Form fields for Company Name, Address, City/State/Zip, Telephone #, Fax #, E-mail, Authorized Person (Print), Signature, Title, Date, Tax ID #, Entity Type, Missouri Charter Number or Exemption Number.

LEGAL NOTICE:

REQUEST FOR PROPOSAL NUMBER 045-2023

The City of Springfield will accept electronically submitted proposals through its' e-bidding service provider, DemandStar, from qualified persons or firms interested in providing the following: SPRINGFIELD ART MUSEUM STRATEGIC PLAN DEVELOPMENT CONSULTANT

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

VENDOR NOTE 3: If you have issues registering or uploading a proposal, 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.

Proposals must be received must be received electronically in the City's e-bidding service provider DemandStar by 3:00 P.M., CST., on THURSDAY, DECEMBER 22, 2022. **The name of offerors will be read aloud publicly at the specified proposal closing date and time via teleconference or video conference. To participate dial (720) 843-2938, then enter access code 2160129.**

The City is committed to providing opportunities to DBE, MBE, and WBE's and encourages such business enterprises to submit a response to this solicitation.

RFP documents and any addendums are available by accessing the City' e-bidding service provider DemandStar at https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029

PRE-PROPOSAL CONFERENCE: A pre-proposal conference will be held on TUESDAY, DECEMBER 06, 2022, AT 3:30 P.M., CENTRAL TIME via Zoom. To participate email the Buyer, Morgan Blankenship, at morgan.blankenship@springfieldmo.gov for the link and password. The pre-proposal conference is not mandatory; however, attendance is strongly advised. All interested Offerors are encouraged to attend.

For any contract for services greater than \$5,000, the successful offeror shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All bids should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Offeror reciting compliance is not sufficient.

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PART I**DESCRIPTION OF PROJECT AND SERVICES REQUIRED****1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:**

The City of Springfield is seeking proposals from qualified consultants to lead the Springfield Art Museum through the development of a new strategic plan.

1.1 Description of Operations or Background:

Founded in 1928, the Springfield Art Museum is Springfield, Missouri's oldest cultural institution. In its early years, the Museum was housed at various locations around the city including the public library, a historic building in downtown Springfield, and the basement of City Hall. The Museum was deeded to the City of Springfield in 1946 by its founders when the City passed a property tax levy to support the institution, which is still in place today. In 1958, the Museum moved to its current location within the Phelps Grove Neighborhood, adjacent to Phelps Grove Park in what is now the center of the city. Over the decades the Museum has expanded its facilities, programs, and staff with a vision of creating an organization that serves as a collaborator and catalyst for the transformation of individuals and the community through art.

In 2019, the Museum completed its most recent 5-year Strategic Plan. Successes from this planning period include: reaching record attendance with growth from approx. 45,000 visitors annually to over 63,000 in 2019, the achievement of AAM Accreditation, and the launch of a visionary Master Plan for the Museum's building and grounds (<https://www.sgfmuseum.org/258/Museum-Master-Plan>).

The Museum began the internal process of creating a new Strategic Plan in 2020, however, these efforts were stalled by the COVID-19 pandemic. Prior to the pandemic, the Museum identified three (3) institutional priorities including: 1) Funding, 2) the completion of the Master Plan, and 3) Accessibility, Education, and Outreach. While the Museum was closed or partially closed in 2020, the Museum has carefully returned to programming and events. Despite the pandemic, progress has continued on the Master Plan with the completion of flood mitigation work on the Museum's grounds and improvements to parking completed in the fall of 2022. The Museum received a \$5M private lead gift toward the Master Plan and has also received more than \$2.5 million in public funding as well as \$3M in American Rescue Plan (ARPA) funding from the City of Springfield. To-date, the Museum has raised approx. \$12M toward its \$25M capital campaign goal with an estimated campaign completion date of December 2023.

After emerging from the pandemic, the Museum seeks to refocus its priorities and work, expand its mission while developing deeper connections with its audiences and its community, and capitalize on the development of the new Strategic Plan to rally staff, board, stakeholders, and community members toward this effort. Additionally, the Strategic Plan will provide a guide for the allocation of resources and set clear understandable objectives for the Museum's internal stakeholders including board and staff. Opportunities include positive progress toward the completion of the Master Plan, expansion of Museum staff to include new staff members devoted to fundraising and educational programming, the creation of an Audience Development Department, the establishment of a non-profit fundraising partner (Friends of the Springfield Art Museum), and a renewed focus on organizational development.

Current Museum priorities include expanding funding opportunities, the completion of the Master Plan, and expanding accessibility, educational programs, and outreach efforts. The Museum is committed to staff development, expanding its audience research efforts, and integrating the principles of diversity, equity, accessibility, and inclusion (DEAI) into every aspect of the Museum. A successful Strategic Plan will address the Museum's DEAI efforts.

2.0 SCOPE OF SERVICES:

2.1 With the guidance of the Art Museum Board and Museum Director, the consultant will undertake one or more of the following activities:

2.1.1 Conduct environmental scan and community/market assessments,

- 2.1.2 Organize and conduct interviews, focus groups, and workshops with external stakeholders,
- 2.1.3 Conduct a comprehensive, internal assessment of the current state of the organization including review of past planning documents, Museum policies, current operations, Master Plan, programs
- 2.1.4 Organize and conduct interviews and workshops with Museum boards community stakeholders, volunteers, art groups, staff members and other key individuals and groups ,
- 2.1.5 Identify and prepare reports on key issues
- 2.1.6 Assist with the identification of benchmarks and benchmark institutions,
- 2.1.7 Assist with the development and establishment of a Strategic Plan Steering Committee,
- 2.1.8 Organize and conduct planning retreat with Museum board, staff, and other leadership,
- 2.1.9 Work with the Strategic Plan Steering Committee and Museum Director to identify and articulate strategic goals, timelines, and performance measures,
- 2.1.10 Create and present relevant reports related to activities listed above, and
- 2.1.11 Create a Strategic Plan document with strategic goals, timelines, and performance measures clearly identified and outlined.

2.2 Key deliverables will include:

- 2.2.1 Create a 3-year strategic plan document that includes specific strategic goals, timelines, and performance measures for each in long form and as an executive summary, and
- 2.2.2 A final report to include a synopsis of the planning process, a listing of stakeholders involved, a listing of benchmark institutions, and any and all other supporting reports, documents, meeting minutes/notes, and/or other materials relevant to the planning process.

2.3 Successful consultants will have demonstrated success in strategic and institutional planning within the arts sector with preference for those with experience navigating the complexities of planning within the context of an organization undergoing major construction and a capital campaign as well as experience and knowledge in the area of diversity, equity, accessibility, and inclusion. The Museum anticipates completion of the plan within 12 months of the project start date.

3.0 ADDITIONAL AGREEMENTS: If applicable, any additional agreement(s)/contracts proposed by Offeror shall be included with Offeror’s proposal as an attachment and may become exhibits of an ensuing City contract.

4.0 TIMELINE:

4.1 Timeline for RFP Process: The timeline listed below is the City’s estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule, but it may change due to different circumstances.

Post RFP Notification	November 22, 2022
Question Cutoff date	December 13, 2022 @ Noon, Local Time,
Receive Proposals	December 22, 2022 @ 3:00 P.M., Local Time
Meet to review	week of January 10, 2023
Interviews	week of February 8, 2023
Notice of Recommendation for Award	March 08, 2023

4.2 Timeline for project: The City has developed the following general timeline: The estimated timeline for this project to be completed is 12 months from the Notice to Proceed Date.

PART II
STANDARD INSTRUCTIONS TO OFFERORS AND CONDITIONS OF REQUEST FOR PROPOSAL

1.0 PREPARATION OF PROPOSALS:

- 1.1 By submitting a proposal, the Offeror certifies that he has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of the work to be performed.
- 1.2 All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.
- 1.3 The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Missouri tax ID #12493651.

2.0 SUBMISSION OF PROPOSALS:

A proposal submitted by an Offeror must (1) be manually, electronically or digitally signed by the authorized agent of the Offeror on the Division of Purchases Request For Proposal Affidavit of Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be uploaded into the City's e-bidding service provider, DemandStar no later than the exact time and date specified in this Request For Proposal via the following link:

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029

(5) include a security deposit if one is required.

- 2.1 Incurred Expenses: The City is not responsible for any expenses which Offerors may incur in preparing and submitting Proposals called for in this Request for Proposal.
- 2.2 Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Offerors shall assume full responsibility for timely uploading of the Proposals to the location designated for receipt of Proposals. All Proposals will be received at the time and place specified and made available for public inspection when a fully executed contract is in place.
- 2.3 Completeness: All information required by the Request for Proposal must be supplied to constitute a responsive Proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right. **Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

- 3.0 **LEGAL NAME AND SIGNATURE:** Proposals shall clearly indicate the legal name, address, e-mail address, telephone number, and fax number of the Offeror (company, firm, corporation, partnership, or individual). Proposals 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 Proposal. Failure to properly sign the Title-Signature Page shall invalidate same, and it shall not be considered for award.

4.0 MODIFICATIONS, CORRECTIONS, OR WITHDRAWAL OF PROPOSALS:

4.1 A Proposal may only be withdrawn by the following method prior to the official closing date and time specified:

- A.** A Proposal may be withdrawn via e-mail to the buyer identified on page one of this document, by the Offeror or its' authorized representative.

4.2 A Proposal may only be modified by the following method prior to the official closing date and time specified:

- A.** A Proposal that has already been uploaded may be modified by uploading another proposal and identify "MODIFICATION" on your proposal submittal.

4.3 All modified proposals shall not be opened until the official closing date and time to preserve the integrity of the RFP process. Telephone, telegraphic or electronic requests to modify a Proposal/Solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP' specified official closing date and time.

5.0 CLARIFICATION AND ADDENDA:

5.1 Each offeror shall examine the Request for Proposal 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 Request for Proposal shall be made through the Division of Purchases in writing. 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.

5.2 It shall be the responsibility of each Offeror, prior to submitting their Proposal, to check the City's e-bidding service DemandStar 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 Proposal.

6.0 RESPONSIVE AND RESPONSIBLE OFFEROR: To be considered a responsive Offeror, the Offeror shall submit a Proposal which meets the minimum requirements set forth in the Request for Proposal. To be a responsible Offeror, the Offeror shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance.

7.0 RESERVED RIGHTS:

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

7.2 The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

8.0 THE RIGHT TO AUDIT: The Offeror 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 Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

9.0 RIGHT TO PROTEST:

- 9.1** Appeals and remedies are provided for in the Springfield City Code and Purchasing Manual. Protestors shall seek resolution of their complaints with the City Purchasing Agent.
- 9.2** 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.

10.0 ETHICAL STANDARDS: With respect to this RFP, if any Offeror 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 Offeror may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals. 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>

11.0 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>

12.0 JURISDICTION: This RFP 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.

13.0 COLLUSION: By offering a submission to this Request for Proposal, the Offeror certifies it has not divulged, discussed, or compared the Proposal with other Offerors and has not colluded with any other Offeror or parties to this RFP whatsoever. Also, the Offeror certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFP:

- 13.1** 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 Offeror or with any competitor.
- 13.2** Any prices and/or cost data for this Proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the scheduled official due date directly or indirectly to any other Offeror or to any competitor.
- 13.3** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 13.4** The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.
- 13.5** No person or agency has been employed or retained to solicit or secure this contract upon a contract 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.

14.0 CONFLICT: By submission of its response, the offeror certifies that they are in compliance with items 14.1 through 15.4.

14.1 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 or City employee 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 FORM NO. 8.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR BID RESPONSE TO BE CONSIDERED RESPONSIVE.

15.0 DEBARMENT AND SUSPENSION STATUS:

15.1 Offeror is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** 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.

15.2 Offeror has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** 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.

15.3 Offeror 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.

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

16.0 RFP FORMS: Unless otherwise specified, Offerors must use the Request for Proposal Forms furnished by the City. Failure to do so shall be grounds for rejection of the proposal. Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render the Offeror's proposal non-responsive and may remove it from consideration for award (depending on the Offeror's noted exceptions).** All exceptions will be reviewed on a case-by-case basis. If no exceptions are noted Offerors 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 proposal is accepted.

17.0 PAYMENT TERMS: Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable. If an Offeror 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.

- 18.0 REGULATIONS:** It shall be the responsibility of each Offeror to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- 19.0 PROPOSAL OPENING:** A public opening shall take place at the date and at the time specified on the Title Signature Page. Only the name of the Offerors that submitted Proposals will be read aloud. **The name of proposal providers will be read aloud publicly at the specified proposal closing date and time via teleconference or video conference. All Offerors or their representatives are invited to participate. To participate dial (602) 580-9796, then enter access code 2160129.** All other information shall remain confidential during the evaluation process. After a fully executed contract is in place, Offeror's may request a debriefing and Proposal files may be examined during normal working hours by appointment.
- 20.0 REQUEST FOR ADDITIONAL INFORMATION:** The Offeror shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide services. The City reserves the right to make investigations of the qualifications of the Offeror as it deems appropriate.
- 21.0 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 Request for Proposal, and any addenda thereto and, (3) the Offeror's proposal, as accepted, submitted in response to the Request for Proposal, and (4) any negotiated Best and Final Offer. Any agreement, contract, or purchase order resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City.
- 21.1** 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.
- 21.2** The successful Offeror shall have ten (10 days) after receipt of the Notice of Recommendation for Award letter to return all requested documentation as required by the Request for Proposal. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.
- 22.0 OWNERSHIP OF DOCUMENTS:** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Contractor until such time as this Contract is, for any reason, terminated, at which time they become the property of the City.
- 23.0 CONFIDENTIALITY OF DOCUMENTS:** Any reports, data, design, or similar information given to or prepared or assembled under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization without prior written approval of the City.
- 24.0 EQUAL 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 qualified firms/providers that the City affirmatively ensure that minority businesses will be afforded full opportunity to submit a proposal in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.
- 24.1** 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 NO. 7 AFFIDAVIT OF COMPLIANCE**.
- 24.2** 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.

25.0 BUSINESS LICENSE: The Offeror shall obtain and maintain a business license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this business license shall be borne by the Offeror. No contract will be executed by the City until this business license has been obtained.

26.0 NONRESIDENT/FOREIGN CONTRACTORS: The Contractor shall procure and maintain during the life of this Contract:

26.1 If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and

26.2 A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

27.0 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.

PART III

FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS

1.0 FORMS AND ATTACHMENTS: The Affidavit of Compliance Form is required to be uploaded with your Proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. The Proposal shall be signed by a party authorized by law to bind the Offeror, such as an officer listed on a corporation's filing with the Missouri Secretary of State, an owner, or a managing member of an LLC or partnership.

2.0 PROPOSAL DUE DATE: Proposals shall be uploaded to the Division of Purchases e-bidding service, DemandStar no later than 3:00 p.m., Central Time, Thursday, December 22, 2022. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

3.0 ADDENDA: If it becomes necessary to revise or amend any part of this Request for Proposal, an addendum will be posted on the City's website at www.springfieldmo.gov/bids and at:

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029

Receipt of an addendum to an RFP by an Offeror must be acknowledged by signing and uploading the addendum with your proposal response to https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the closing time and date.

4.0 SELECTION PROCESS:

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals:

- a. Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.

- b. The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.
- c. The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest-ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the contract including cost without engaging in an interview process.
- d. The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

- a. The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top-rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top-ranking firm if the City determines interviews are necessary.
- b. The Interview Ranking Score Sheet for the evaluation of interviews is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.
- c. The Project Manager checks reference(s) once a short list is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.
- d. Upon selection of the top-rated firm, the City may negotiate the specific terms of the contract including cost.

Step Three: Best and Final Offer (BAFO): The City reserves the right to conduct pre-award discussions, interviews, pre-contract negotiations, and if necessary, a best and final offer (BAFO) with any or all responsive and responsible Offerors who submit Proposals determined to be reasonably acceptable of being selected for award. The City reserves the right to award a contract to a firm solely based on their initial proposal submitted without any further interview, discussion, and negotiations.

- 4.1** Interviews: The City reserves the right to conduct personal interviews or require presentations of any or all Offerors prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interviews/presentations (i.e., travel, accommodations, etc.)
- 4.2** Negotiations: The City reserves the right to enter into negotiations with the highest-ranking firm. If negotiations with the highest-ranking firm fail, the City may enter into negotiations with the second highest-ranking firm and so on until a contract is executed or if all negotiations fail a new solicitation may be warranted.

5.0 AWARDS:

- 5.1** Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices if part of the Proposal. However, such discounts are encouraged to motivate prompt payment.
- 5.2** As the best interest of the City may require, the right is reserved to make awards; to reject any and all Proposals or to waive any minor irregularity of technicality in Proposals received.
- 5.3** Award will be made based upon Evaluation Committee recommendation after Proposals have been scored based upon award criteria specified herein.
- 5.4** Each Proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies, or services described therein shall constitute a contract between the Offeror and

the City; and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted Proposal and detailed specifications.

- 5.5** The City reserves the right to: (1) make awards to multiple proposers; (2) to reject any and all proposals or waive any minor irregularity or technicality in any proposals received; and (3) to disregard all non- conforming or conditional proposals or counter proposals.
- 6.0 BUDGETARY CONSTRAINTS:** The City reserves the right to reduce or increase the quantity, retract any item and/or service from the Proposal, or upon notification, terminate entire contract without any obligations or penalty based upon availability of funds.
- 7.0 ORDER OF PRECEDENCE:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Offerors, shall take precedence.
- 8.0 AFFIDAVIT FOR SERVICE CONTRACTS:** The Offeror represents, in accordance with RSMO 285.530.2 that they have not employed, or sub-bid with, unauthorized aliens in connection with the scope of work to be done under the RFP and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFP, knowingly employ, or sub-bid with, any person who is an unauthorized alien.
- 9.0 OPEN COMPETITION:** It is the intent and purpose of the Division of Purchases that the Request for Proposal process permits free and open competition. However, it shall be the Offeror's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a Proposal. The notification should be received by the Division of Purchases at least ten calendar days prior to the specified Request for Proposal due date and time.
- 10.0 ADDITIONAL PURCHASES BY OTHER PUBLIC AGENCIES:** The Offeror by submitting a proposal authorizes other public agencies to "Piggy-Back" or purchase equipment, products, and services being proposed in this Request for Proposal unless otherwise noted on the Affidavit of Compliance Form.

11.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:

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

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

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

The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program’s Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law.

All submittals shall include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

CITY OF SPRINGFIELD, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)

County of _____)
 _____) ss.
 State of _____)

My name is _____. I am an authorized agent of _____ (“Offeror”). Offeror is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Springfield, Missouri. Offeror does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Offeror shall not knowingly employ or contract with an illegal alien to perform work for the City of Springfield, Missouri or enter into a contract with a sub-offeror/sub-contractor that knowingly employs or contracts with an illegal alien.

Affiant

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

SEAL

12.0 INSURANCE REQUIREMENTS: Before a contract is executed, the successful respondent shall furnish to the City a CERTIFICATE OF INSURANCE (COI) as described in **Requirements PART IV**. The requirement for the provision of a Certificate of Insurance is conditional based upon whether or not services will be performed on City property. A COI shall be required when services are performed on City property.

13.0 COMPLIANCE: The following items shall be provided by proposer to the City of Springfield Division of Purchases. To be considered complete and responsive, Offeror must submit all Pages identified with **“RETURN THIS PAGE”** of this RFP document as well as the specified number of copies. **Proposers are to submit all pages of this RFP identified with “RETURN THIS PAGE” stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

13.1 To be provided with proposal submittal:

- Page 1-TITLE-SIGNATURE PAGE
- Form No. 1: Provider Profile
- Form No. 2: Key Outside Consultants
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6A: “Fee Schedule” Schedule of Rates for Services
- Form No. 6B: Total Cost
- Form No. 7 AFFIDAVIT OF COMPLIANCE (Always Applicable)
- Form No. 8: CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (Always Applicable)
- Form No. 9: CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ. (If Applicable)
- Executed Addenda (If Applicable)
- Additional Agreement(s)/Contracts (if applicable)

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

- Business License (if applicable).
- Certificate of Insurance (COI) naming the City of Springfield as additional insured. The requirement for the provision of a Certificate of Insurance is conditional based upon whether or not services will be performed on City property. NOTE: COI shall identify the **SAME** legal entity company name as reflected on the respondent’s W-9.
- W-9 (new vendor only). NOTE: W-9 shall identify the **SAME** legal entity company name as reflected on the awarded respondent’s Certificate of Insurance (COI)
- Work Authorization Affidavit (if applicable),
- E-Verify Signature page (if applicable).
- Form No. 11 Certification of Signature Authority Form

13.3 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 offer 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>

13.4 Respondents’ legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).

SAMPLE CONTRACT: The City has included with this RFP a sample contract for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit a contract which differs from the following example:



City of Springfield
Division of Purchases
218 E Central (65802)
PO Box 8368
Springfield, MO 65801-8368
Ph. 417 864-1620
Fax 417-864-1927

Service Provider
Company Name
Attn: _____
Address _____

Ph. _____
Fax _____

THIS CONTRACT, made and entered into this ____ day of _____, 2023, 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 _____, a company in the State of _____, hereafter referred to as "Service Provider."

WITNESSETH:

THAT WHEREAS, the City of Springfield desires to engage the Service Provider to provide **Springfield Art Museum Strategic Plan Development Consultant** described in Request for Proposal #045-2023 which is attached hereto and incorporated herein as **EXHIBIT A**; and

WHEREAS, the Service Provider submitted a proposal and said proposal is attached hereto and incorporated herein as **EXHIBIT B**; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider’s profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Contract as if set forth in full herein: City’s Request for Proposal No. 045-2023 hereinafter **EXHIBIT A**, and the Service Provider’s Response to the RFP, hereinafter **EXHIBIT B**. Where the terms of the RFP or the Service Provider’s Response to the RFP conflict, the terms of **EXHIBIT A** shall control.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this Contract for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line-item costs outlined in **EXHIBIT B**. Service Provider agrees that the price for all line items outlined in **EXHIBIT B** shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider’s fees for additional services shall be billed on an hourly basis at Service Provider’s current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
4. Certificate of Compliance with Section 34.600 RSMo., et seq. 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.

5. The term of this Contract shall be for a _____ one (1) year period from _____ through _____. This is the final renewal term option for this contract by giving written notice to the supplier. All pricing identified on the pricing page shall be in effect for the stated contract term.

6. 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 original counterparts.

7. This contract shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

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

SERVICE PROVIDER

By: _____
Company Authorized Signature Date

Name: _____
Print

Title: _____

CITY OF SPRINGFIELD, MISSOURI

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

**CITY OF SPRINGFIELD, MISSOURI
Administration**

By: _____
Jason Gage, City Manager Date
or Designee

14.0 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS: To ensure fair consideration for all Offerors, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided. Additionally, the City prohibits communications initiated by an Offeror to the City official(s) or employee(s) evaluating or considering the Proposals prior to the time a fully executed contract is in place. Any communication between Offeror and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the Proposal. Such communications initiated by an Offeror may be grounds for disqualifying the offending Offeror from consideration for award of the Proposal and/or any future Proposal(s).

14.1 Any questions relative to interpretation of specifications or the Proposal process shall be addressed to the Buyer in writing, in ample time before the period set for the receipt and opening of Proposals. No inquiries, if received after the deadline for final questions date listed in the Scope of Work will be given any consideration. Any interpretation made to prospective Offerors will be expressed in the form of an addendum to the RFP which, if issued, will be conveyed in writing to all prospective Offerors by the City's response to question date listed in the Scope of Work.

14.2 It will be the responsibility of the Offeror to contact the Division of Purchases prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addendum with the Proposal. Receipt of an addendum to an RFP by an Offeror must be acknowledged by signing and uploading the addendum with your proposal to https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the closing time and date.

14.3 Successful Offeror will be notified electronically.

15.0 CRITERIA FOR AWARD: The Evaluation Committee will evaluate Proposals and a recommendation will be made to the Buyer. Each Proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the Offeror who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

15.1 30 number of points for Evidence of Experience & References with Similar Projects (FORM 3). **Reference checks will be performed by the Project Manager. The results from the reference(s) check will be shared with the Evaluation Committee members.**

15.2 30 number of points for Expertise of Firm/Provider Personnel (FORM 4)

15.3 10 number of points for Applicable Resources (FORM 1, 2, AND 5)

15.4 20 number of points for Project Approach (FORM 5)

15.5 10 number of points for Cost (FORM (6 B))

*On August 8, 2016, in General Ordinance 6301, City Council voted to amend the Springfield City Code, Chapter 2, Administration, Article VI, Finances, Division 2, Purchasing, Section 2-401, known as the Purchasing Manual, by amending Subsection 13-3.104.1. (D) to clarify the local preference provision and by deleting Subsections 13-3.105.2 and 13-3.105.3 to remove a conflicting local preference provision. This amendment specifies that when an RFP is evaluated, the score given to Offerors within the Springfield Metropolitan Statistical Area for the criteria of cost shall be increased by 10 percent of the total points possible for cost. **Points for cost shall be calculated by the Purchasing Division.**

15.6 Evaluation Criteria Definitions: (The following definitions are from Merriam-Webster.com/dictionary)

15.6.1 Acceptable: Capable or worthy of being accepted.

15.6.2 Marginal: Close to the lower limit of qualification, acceptability, or function, barely exceeding the minimum requirements.

15.6.3 Unacceptable: Not acceptable.

Points are determined by Project Manager – Categories are to remain consistent for all RFP’s. Sub-categories may vary due to specific projects. Sub-categories points must equal categories maximum points

**ENCLOSURE I
PROPOSAL RANKING SCORE SHEET**

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Acceptable	21 – 30	14 – 20	7 – 10
Marginal	10 – 20	7 – 13	4 – 6
Unacceptable	0 – 9	0 – 6	0 – 3

Evaluation Criteria	Maximum Points	Score
1. Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2. Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City’s project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> • Project Manager • Project team • Sub-consultants (if applicable) 	30	_____
3. Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City’s project as listed on Forms 1, 2, and 5 of the RFP <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4. Project Approach (FORM 5) Evaluate the firm/provider’s approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. <ul style="list-style-type: none"> • Project schedule and detailed approach is reasonable/responsive to City’s needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere. 	20	_____
5. Cost (FORM (6 B) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____
Ranked By: _____		TOTAL POINTS (100) _____

Points are determined by Project Manager – Categories are to remain consistent for all RFP’s. Sub-categories may vary due to specific projects. Sub-categories points must equal categories maximum points

ENCLOSURE II
INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Acceptable	21 – 30	14 – 20	7 – 10
Marginal	10 – 20	7 – 13	4 – 6
Unacceptable	0 – 9	0 – 6	0 – 3

Evaluation Criteria	Maximum Points	Score
1. Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? <ul style="list-style-type: none"> • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable) 	30	_____
2. Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City’s project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: <ul style="list-style-type: none"> • Project Manager • Project team • Sub-consultants (if applicable) 	30	_____
3. Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City’s project as listed on Forms 1, 2, and 5 of the RFP <ul style="list-style-type: none"> • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame 	10	_____
4. Project Approach (FORM 5) Evaluate the firm/provider’s approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. <ul style="list-style-type: none"> • Project schedule and detailed approach is reasonable/responsive to City’s needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere. 	20	_____
5. Cost (FORM (6 B) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____

Ranked By: _____

TOTAL POINTS _____
(100)

ENCLOSURE III
TABLE OF CONTENTS FOR SUBMITTAL

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	EXECUTED ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form No. 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form No. 2 provided	Page 4
G.	LIST OF REFERENCES AND EXPERIENCE: Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page ____ - ____
H.	RESUMES OF KEY PERSONNEL: Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page ____
I.	PROJECT APPROACH NARRATIVE: Form No. 5 provided (This form must be signed and dated).	Page ____ - ____
J.	COST: Form(s) provided: 6A and 6B	Page ____
K.	AFFIDAVIT OF COMPLIANCE Form No. 7	Page ____
L.	CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (This form must be signed and dated). Form No. 8	Page ____
M.	CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ. Form NO. 9	Page ____
N.	STATEMENT OF NO PROPOSAL Form No. 10	Page ____
O.	Affidavit, Work Authorization - Form provided	Page ____
P.	Additional Services Form No. 12	Page ____
Q.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000))	Page ____
R.	ADDITIONAL AGREEMENT(S)/CONTRACTS: (if applicable) Any additional agreement(s)/contracts proposed by Offeror shall be included with Offeror's proposal as an attachment and may become exhibits of an ensuing City contract.	Attachment(s): #

FORM NO. 1: PROVIDER PROFILE

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

1a. Provider /Firm is: ___ National ___ Regional ___ Local

1b. Year Provider/Firm Established:

Years of Experience providing RFP identified services/project for municipalities:

1c. Licensed to do business in the State of Missouri: ___ Yes ___ No

1d. Principal contact information: Name, title, telephone number and email address:

1e. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:

2a. Attach resumes for all firm principals and professionals that will be directly involved with this project.

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers, addresses, outline specific areas of responsibility (including administrative, technical, and financial), personnel assigned to this project, and number of years you've worked with the subcontractor for each firm:

3a. Has this Joint Venture previously worked together? ___ Yes ___ No

FORM NO. 2: KEY OUTSIDE CONSULTANTS

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing services out lined in this RFP.
 - Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing services out lined in this RFP.
 - Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing services out lined in this RFP.
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: LIST OF REFERENCES AND EXPERIENCE

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owners Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible).

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible).

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

Please provide examples of past projects that best illustrate your commitment to the principles of diversity, equity, accessibility, and inclusion (DEAI).

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Service Provider/Firm with which associated:
- d. Years of Experience:
With this service provider/firm ____ other service providers/firms ____
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Please provide a brief overview of your firm or team if a joint venture and include any core competencies or unique qualifications your firm or team possesses,
- Please provide an overview of your philosophy and approach to strategic planning relevant to the potential scope of work in this RFP,
- Describe how you intend to address the potential scope of work and deliverables described in this RFP,
- Please provide a breakdown of potential project activities with an estimated schedule of completion and potential deliverables for each.

FORM NO. 6B: TOTAL COST

Overall total project cost to include all related cost associated with the proposed project or scope of services, to include but not limited to: Personnel, total hours, and service-related expenses.

TOTAL COST \$ _____
Numeric

Use words, Dollars/Cents

FORM NO. 7 AFFIDAVIT OF COMPLIANCE

To be submitted with Offeror's Proposal

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

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

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

Company Name _____

By _____
(Authorized Person's Signature)

(Print or type name and title of signer)

Company Address _____

Telephone Number: _____ Email: _____

Fax Number: _____ Federal Tax ID No. _____

Date: _____ DBE Vendor (Yes/No): _____ Minority Owned: _____
Women Owned: _____
Veteran Owned: _____

FORM NO. 8 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.

FORM NO. 9 CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ.

Effective August 28, 2020

(does not apply to contracts totaling less than \$100,000.00, or fewer than 10 employees)

I am _____ (name), and am the _____ (title) of
_____ (company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

[initial one]

_____. I hereby certify that the company 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; companies doing business in or with 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, in accordance with the terms and conditions set forth in 34.600 RSMo., et.seq.

Or:

_____. The business employs less than 10 employees.

[list official name of business entity]

Signature

Print Name and Title: _____

FORM NO. 10 STATEMENT OF "NO PROPOSAL"

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES REQUESTED AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO SUBMIT A PROPOSAL ON **RFP NO. 045-2023** FOR **SPRINGFIELD ART MUSEUM STRATEGIC PLAN DEVELOPMENT CONSULTANT** FOR THE FOLLOWING REASON(S):

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

_____ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

_____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

_____ 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: _____

FORM NO. 11 CERTIFICATION OF SIGNATURE AUTHORITY

I _____ (print name), am the _____ (title) of
_____ (company name) a (circle one) corporation, partnership, sole proprietorship,
limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness;

I hereby certify that _____ (print name), _____ (title) has the authority
to sign contracts on behalf of the company and to legally bind the company in the execution of said contract documents.

_____. [initial]

Company Name (List Official Name of Business Entity)

Title

Print Name

Signature

FORM NO. 12 ADDITIONAL SERVICES

SERVICE: Use additional copies of this form if necessary.
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20.

**PART IV
INSURANCE REQUIREMENTS**

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate(s) of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work.

All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured. Such notices shall be sent via email to purchasingquotes@springfieldmo.gov, faxed to 417-864-1927, or mailed to:

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

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- A. Workers' Compensation:** Statutory coverage per RSMo 287.010 et seq
Employer's Liability: \$1,000,000.00
- B. Commercial General Liability Insurance,** including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least **Three Million and no/100 Dollars (\$3,000,000.00)** for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorney fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Service Provider, its employees, officers or agents. Service Provider agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.
- C. Automobile Liability Insurance:** Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Three Million and no/100 Dollars (\$3,000,000.00)** for all claims arising out of a single accident or occurrence. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy.
- D. Errors and Omissions Insurance:** The Contractor shall maintain a professional liability insurance policy in the amount of \$1,000,000.00 and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the project.
- E. Subcontracts:** In case any or all of this work is sublet, the Service Provider shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B), (C) and (D) is utilized hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
- F. Notice:** The Service Provider and/or subcontractor shall furnish to the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield. **The thirty (30) day cancellation notice is required to be identified on the submitted Certificate of Insurance (COI).**
- G. Legislative or Judicial Changes:** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Service Provider, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

PART V
STANDARD TERMS AND CONDITIONS

- A. **Services.** The City agrees to engage the services of the Service Provider and the Service Provider agrees to perform the services hereinafter set forth in accordance with the standard of care, skill and expertise ordinarily used by other members of Service Provider's profession in performing similar services. No services shall be provided by Service Provider until this Contract has been fully executed.
- B. **Addition to Services.** The City may add to the Service Provider services or delete therefrom activities of a similar nature provided that the total cost of such work does not exceed the total cost allowance as specified in the final contract document. The Service Provider shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Service Provider.
- C. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Service Provider without charge, and the parties shall reasonably cooperate in connection with this Contract.
- D. **Personnel.** The Service Provider represents that Service Provider will secure at Service Provider's own expense; all personnel required to perform the services called for under this Contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of the Service Provider. All of the services required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the services 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.
- E. **Conditioned upon acceptable performance.** Provided Service Provider performs the services in the manner set forth in paragraph A hereof, the City agrees to pay the Service Provider in accordance with the terms set forth in this Contract, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Service Provider for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely or satisfactory manner in accordance with the schedule and description of services set forth in this contract.
- F. **Termination of Contract:**
- 1 **Termination for breach.** Failure of the Service Provider to fulfill Service Provider's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in the Contract Parts shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Service Provider by one of four different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the Service Provider; or by electronic mail to the address identified on contract document; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX or electronic mail, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider related to this Contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any such breach of the Contract by the Service Provider.

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

2. **Termination for Convenience.** The City shall have the right at any time upon 15 days' written notice to Service Provider to terminate and cancel this Contract, without cause, for the convenience of the City, and Service Provider shall immediately stop work upon issuance of such notice. In such event City shall not be liable to Service Provider except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Service Provider for the performance of the cancelled portions of the Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Service Provider.

G. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Service Provider under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Service Provider without prior written approval of the City.

H. **Discrimination.** The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

1. **This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

2. **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.**

I. **Occupational License:** The Service Provider shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by City Code as well as any required state or federal license. The cost for this occupational license shall be borne by the Service Provider. No contract will be executed by the City until this occupational license has been obtained.

J. **Nonresident/Foreign Service Providers.** The Service Provider shall procure and maintain during the life of this Contract:

1. If the Service Provider is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and

2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

K. **General Independent Service Provider Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

- L. **City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.
- M. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Service Provider), or by first class mail addressed to City or Service Provider at the addresses identified on the contract document. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Service Provider) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
- N. **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.
- O. **Delivery:** Time is of the essence of this project. If completion times are not met at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Service Provider liable for any re-procurement costs.
- P. **Invoices:** An invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of items or services furnished. All invoices must be received within one year of completion of project or receipt of goods by the City or any possible payment is forfeited.
- Q. **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 Service Provider, or in the event of breach of any of the terms hereof including the warranties of the Service Provider, City may cancel this contract or affirm the contract and hold Service Provider responsible in damages.
- R. **Compliance with Applicable Laws:** The Service Provider warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the provision of service covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended. All applicable laws and Springfield City Code and Purchasing Manual will apply to any resulting contract, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations, Policies and Purchasing Manual. Service Provider agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Service Provider affirmatively states that payment of all local, state, and federal taxes and assessments issued to Service Provider has been made in full.
- S. **Interpretation of Contract and Assignments:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Service Provider without City's written consent or any attempted assignment without such consent shall be void.

- T. **Provisions by Law Deemed Inserted:** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
- U. **Assignment:** The Service Provider shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.
- V. **Proprietary Information:** In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Service Providers should be aware that Requests for Proposals and the responses thereto become open public records once a contract is negotiated, or all proposals are rejected. However, Service Providers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. **Failure of Service Provider to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Service Provider should identify any information as confidential and/or proprietary by stamping each page with such information "Confidential" and/or "Proprietary." This requirement also applies to the electronic copy that is to be submitted.**

All Proposals received from Service Providers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the Service Providers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

W. 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.

X. 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.