CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES

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

Date Issued: Tuesday, October 13, 2026
Buyer's Email: tcox@springfieldmo.gov
Telephone Number: 417-864-1708

INVITATION FOR BID (IFB) #039-2027

TITLE-SIGNATURE PAGE

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

TENNIS COURT REPAIR AND MAINTENANCE

BIDS MUST BE UPLOADED INTO THE EUNA OPENBIDS (FORMERLY DEMANDSTAR) E-BIDDING SYSTEM PRIOR TO 3:00 P.M. (CST) ON TUESDAY NOVEMBER 10, 2026. Bids will be opened by the buyer listed above. **Bids will be read aloud publicly at the specified bid opening date and time via teleconference.** ***To participate, dial (978) 990-5387. Then, enter access code 322594.***

- Bids shall be submitted on the forms provided and may be manually, electronically, or digitally signed by the individual authorized to legally bind the company. **Bidders are to submit all pages of this IFB identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so may render your bid non-responsive.**
- Bids received after the opening date and time shall not be considered.
- The attached Terms and Conditions shall become part of any contract resulting from this bid.
- **The cutoff for any questions pertaining to this bid is TUESDAY NOVEMBER 3, 2026, at 3:00 P.M. (CST). Any questions shall be submitted in writing to the buyer identified above.**
- ***HAND DELIVERED, FAXED, OR EMAILED BIDS WILL NOT BE ACCEPTED.***

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

Bidders are REQUIRED to complete, sign, and return this form with their submittal.

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

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

Revised: 02/04/2026
Reviewed By Law: 08/27/2025

RETURN THIS PAGE

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Revised: BC: 02/04/2026
Reviewed by Law: 08/27/2025

LEGAL NOTICE:
INVITATION FOR BID #039-2027

The City of Springfield will accept electronically submitted bids through its' e-bidding service provider, Euna OpenBids (formerly DemandStar) from qualified persons or firms interested in providing the following: **TENNIS COURT REPAIR AND MAINTENANCE**

VENDOR NOTE 1: To register with Euna OpenBids (formerly DemandStar) go to: https://www.demandstar.com/registration

VENDOR NOTE 2: For information on how to navigate Euna OpenBids (formerly DemandStar) go to: https://network.demandstar.com/agency-support-2/

VENDOR NOTE 3: If you have issues registering or uploading a bid, please contact Euna OpenBids (formerly DemandStar) toll-free at (866) 273-1863. Euna OpenBids (formerly DemandStar) office hours are 8:00 A.M. to 7:00 P.M. 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 A.M. to 5:00 P.M. Central Time, Monday through Friday.

It is strongly recommended that vendors register with Euna OpenBids (formerly DemandStar) as soon as possible to ensure your ability to provide a response to this solicitation by the due date and time.

Bids must be received electronically in the City's e-bidding service provider Euna OpenBids (formerly DemandStar) by **3:00 P.M. (CST), on TUESDAY, NOVEMBER 10, 2026**. Bids will be read aloud publicly at the specified bid opening date and time via teleconference. ***To participate, dial (978) 990-5387. Then, enter access code 322594.***

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

1. By accessing the City's e-bidding service, Euna OpenBids (formerly DemandStar): https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029
2. By accessing the Purchasing Division's webpage https://www.springfieldmo.gov/bids.aspx

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. A letter from the Service Provider reciting compliance is not sufficient. A signed and notarized Work Authorization Affidavit and the Electronic Signature Page from the E-Verify program shall be provided prior to the issuance of a contract.

SCOPE: The City of Springfield is seeking qualified firms or persons to provide repair to damaged tennis courts and other court types requiring the same repairs at various Springfield-Greene County Park Board locations. The contractor shall supply all labor, supervision, materials, equipment, supplies, traffic and pedestrian control and all other items necessary to complete the projects. A contract will be issued in the form of a yearly contract. The Springfield-Greene County Park Board currently has tennis courts, pickle ball courts and other sports courts in the system and while all are not worked on during the year a number of them receive repair and maintenance during the year.

1.0 INSTRUCTIONS TO BIDDERS

1.1 DEFINITIONS AND INTERPRETATIONS: For the purposes of this solicitation and any resulting contract, the terms "Contractor," "Service Provider," "Consultant," "Third Party," "Vendor," or "Supplier" may be used interchangeably. All terms refer to the individual, partnership, corporation, or entity awarded the contract to furnish the supplies, services, or construction required herein. Any obligation, restriction, or right applied to one term shall apply equally to all.

1.2 BID OPENING: Bids submitted in response to this Invitation for Bid (IFB) will be opened in the presence of Purchasing officials at the due date and time indicated on the IFB. **Bids will be read aloud publicly at the specified bid opening date and time via teleconference or video conference.** ***To participate, dial (978) 990-5387. Then, enter access code 322594.***

1.3 PREPARATION OF BIDS:

1.3.1 Bidders are expected and required to examine and understand any drawings, specifications, schedules, and all instructions related to this Invitation for Bid (IFB). Failure to do so will be at the Bidder's risk.

1.3.2 Each Bidder shall furnish the information required by the IFB. The Bidder shall sign the IFB. Erasures or other changes must be initialed by the person signing the offer.

1.3.3 Unit Price for each unit Bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item Bid. In case of a discrepancy between a Unit Price and an Extended Price, the Unit Price will be presumed to be correct. Said Unit Price shall be utilized by the City to calculate the correct Extended Price for determining potential award.

1.3.4 Alternate Bids for supplies or services, other than those specified, shall not be considered unless authorized by the IFB. Bidders shall submit complete specifications on all Alternate Bids unless otherwise provided by this IFB.

1.3.5 Alternate Bids without complete specifications may be rejected. Alternate Bids and exceptions may be rejected.

1.3.6 Alternate Bids and exceptions to Bid clauses must be clearly noted on the Affidavit of Compliance Form.

1.3.7 Unless otherwise provided by the IFB, Bidders shall state a definite time for delivery of supplies or services after receipt of the order.

1.3.8 Time, if stated as a number of days, shall include Saturdays, Sundays, and holidays.

1.3.9 If the item has a trade name, brand, or catalog number, all such information shall be stated in the Bid.

1.3.10 Prices quoted are to be firm, final and shall include shipping F.O.B. Destination whereby all transportation charges shall be paid by the Contractor unless requested as a single line item.

1.4 SUBMISSION OF BIDS:

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

1.4.2 E-mailed, hand-delivered, or faxed Bids shall not be considered.

1.4.3 Submission of a Bid constitutes an assignment by the Bidder of all anti-trust claims that the Bidder may have under the Federal and State laws resulting from this Contract.

1.4.4 In submitting bids, the Bidder agrees that the City of Springfield shall have ninety (90) calendar days in which to accept or reject any of the bids submitted unless otherwise specified.

1.4.5 Bidders shall submit all required and identified Bid documents to be considered responsive.

1.5 LEGAL NAME AND SIGNATURE: Bids shall clearly indicate the legal name, physical address, e-mail address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual). Respondents' legal company name must be identified as the SAME on their submitted W-9 and Certificate of Insurance (COI). Bids may be manually, electronically, or digitally signed above the printed name and title of the signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Bid. Failure to properly sign the TITLE-SIGNATURE PAGE shall invalidate same, and it shall not be considered for award.

1.6 CORRECTIONS: Corrections, erasures, or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of their authority to sign on behalf of the Bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.

1.7 CLARIFICATION AND ADDENDA:

1.7.1 Each Bidder shall examine all IFB documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions concerning the interpretation, clarification, or additional information pertaining to the IFB shall be made through the Division of Purchases in writing. No oral interpretations shall be made to any Bidder by the City. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information shall be given. Receipt of an addendum to an IFB by a Bidder must be acknowledged by signing and uploading the addendum with your bid response to https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the opening time and date.

1.7.2 It shall be the responsibility of each Bidder, prior to submitting their Bid, to check the Division of Purchases e-bidding platform at https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 to determine if addenda were issued and to make such addenda a part of their Bid.

1.8 IFB EXPENSES: All expenses for making Bids to the City are to be borne solely by the Bidder.

1.9 IRREVOCABLE OFFER: No bid shall be withdrawn after the date and time set for opening Bids. All Bids shall, upon opening, constitute an irrevocable period of ninety (90) calendar days until one or more of the Bids have been duly accepted by the City.

1.10 RESPONSIVE AND RESPONSIBLE BIDDER: To be responsive, a Bidder shall submit a Bid that conforms in all material respects to the requirements set forth in this IFB. To be a responsible Bidder, the Bidder shall have the capability to fully perform the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

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

1.12 THE RIGHT TO AUDIT: The Bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Bidder's records pertaining to the work/product for a period of three (3) years after final payment.

1.13 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 Policy shall apply to any resulting agreement, contract, or purchase order. Any involvement with City Procurement shall be in accordance with the City Purchasing Policy. The following is the link to the City Purchasing Policy:
https://www.springfieldmo.gov/DocumentCenter/View/7604/Purchasing-Manual-PDF

1.14 RIGHT TO PROTEST:

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

1.14.2 Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

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

1.16 ETHICAL STANDARDS: With respect to this IFB, if any Bidder violates or is a party to a violation of the general ethical standards stated in the City Purchasing Policy or the State of Missouri Statutes, such Bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and may be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is located in section 30.0 of the City Purchasing Policy. The following is the link to the City Purchasing Policy: https://www.springfieldmo.gov/DocumentCenter/View/7604/Purchasing-Manual-PDF

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

1.17.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or contract to restrict competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

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

1.17.3 No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid.

1.17.4 The only person or persons interested in this Bid, principal or principals are named therein, and no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.

1.17.5 No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

1.18 IFB FORMS AND EXCEPTIONS: Bids must be submitted on the attached City IFB Forms. However, additional information may be attached by the Bidder. Bidders must indicate any exceptions to the City's requested specifications or terms and conditions, on the IFB Affidavit of Compliance. Taking exception to the specifications or terms and conditions MAY render a Bidder's Bid non-responsive and may remove it from consideration for an award. All exceptions will be reviewed on a case-by-case basis and in compliance with the law and the City's procurement regulations. If no exceptions are noted, Bidders shall fully comply with the City's requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your Bid is accepted or may render your Bid non-responsive.

1.19 BID DOCUMENTS: All blank spaces must be completed and filled with the appropriate response. The Bidder shall state the price for what is proposed by the Bidder to complete each item of the project. Bidders shall insert the words "No Bid" in the space provided for an item for which no Bid is made. The Bidder shall submit an executed TITLE-SIGNATURE PAGE, Affidavit of Compliance, and any other requested or required documents as stipulated in section 2.4 COMPLIANCE, paragraph 2.4.1.

1.20 MODIFICATIONS OR WITHDRAWAL OF BID:

1.20.1 A Bid may only be withdrawn by the following method prior to the official opening date and time specified:

1.20.1.1 A Bid may be withdrawn via e-mail to the buyer identified on page one of this document, by the Bidder or its authorized representative.

1.20.2 A Bid may only be modified by the following methods prior to the official opening date and time specified:

1.20.2.1 A bid that has already been uploaded may be modified by uploading another bid document and identify "MODIFICATION" on your bid submittal.

1.20.3 All modified bids shall not be opened until the official opening date and time to preserve the integrity of the Bid process. Telephone requests to modify a Bid/Solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bids' specified official opening date and time.

1.21 NO BID: If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date and explain the reason in the space provided.

1.22 ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications of this Bid before submitting their Bids; failure to do so will be at the Bidder's own risk. In case of an error in the extension of prices in the Bid, the unit price shall govern. Said Unit Price shall be utilized by the City to calculate the correct Extended Price for determining potential award.

1.23 PRICES BID: Give both unit price and extended total. The price shall be stated in units of the quantity specified in the Bidding Specifications. In case of a discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. Said Unit Price shall be utilized by the City to calculate the correct Extended Price for determining potential award. All prices shall be F.O.B. Destination (whereby all transportation charges shall be paid by the Contractor unless requested as a single line item identified in the IFB.). Each item must be Bid separately, and no attempt is to be made to tie any item or items in with any other item or items.

1.24 PAYMENT TERMS: Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable and shall not be considered. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at the place of acceptance and receipt of the correct invoice at the office specified.

1.25 INVOICES: An original copy of the invoice shall be submitted for each purchase and shall show the purchase order number or contract number and shall contain full descriptive information of item(s) or service(s) furnished. All invoices must be received within one year after goods or services have been provided or invoices will be considered delinquent. The City of Springfield reserves the right to refuse payment of delinquent invoices unless prior arrangements have been made.

1.26 DISCOUNTS: Any discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately.

1.27 DESCRIPTIVE INFORMATION: All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

1.28 DEVIATIONS TO SPECIFICATIONS AND REQUIREMENTS: When Bidding on an "or equal," Bids must be accompanied by all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance form, at the time of submittal of the Bid. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

1.29 SAMPLES (IF REQUIRED): For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

1.29.1 The samples submitted by Bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

1.29.2 Samples not retained must be removed as soon as possible after the award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the Bidder within thirty (30) days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

1.29.3 Bidders shall make all arrangements for the delivery of samples to the place designated as well as the removal of samples. The cost of delivery and removal of samples shall be borne by the Bidder.

1.29.4 All samples and packages shall be marked "Sample for Division of Purchases," and each sample shall bear the name of the Bidder, item number, Bid number, and shall be carefully tagged or marked substantially. Failure of the Bidder to clearly identify samples as indicated may be considered a sufficient reason for rejection of the Bid.

1.30 QUALITY GUARANTY: If any product delivered does not meet applicable specifications or if the product will not produce the effect that the Bidder represents to the City, the Bidder shall pick up the product from the City at no expense. Also, the Bidder shall refund to the City any money which has been paid for same. The Bidder will be responsible for attorney fees in the event the Bidder defaults and court action is required.

1.31 QUALITY TERMS: The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damage.

1.32 TAX-EXEMPT: The City of Springfield, Missouri is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651 in accordance with Section 39 (10), Article 3, of the Missouri Constitution.

1.33 BASIS OF AWARD:

1.33.1 Only firm Bids shall be considered.

1.33.2 Bidders may be requested to submit financial statements subsequent to the Bid opening. Such statements shall be submitted to the City within three (3) calendar days after being so requested.

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

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

1.33.5 In the event two or more Bids to supply a commodity are equal in all evaluation criteria, including cost, such Bids shall be awarded first to the Bidder with offices within Springfield city limits, next to Bidders within Greene County, next to Bidders located in the adjacent counties, then next to other Missouri Bidders. If a tie Bid situation still exists after the application of these criteria, then the Bid shall be awarded by drawing lots or a flip of a coin.

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

1.34 EVALUATION OF BIDS:

1.34.1 When evaluating submitted Bids, the City may review, without limitation, the following: (1) the prior work experience of the Bidder; (2) financial statements; (3) the qualifications of submitted subcontractors, suppliers, and manufacturers to be used in the work; (4) data on the materials and equipment to be incorporated or used in the work; and (5) any other evaluation criteria which may be stipulated in the IFB. The proposed time of completion of the work or delivery of goods will also be considered a factor in the evaluation of bid responses.

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

1.34.2 "Or Approved Equal" Clause. Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, or any other applicable information, such reference is intended merely to establish a standard. Therefore, any material, article, or equipment of other manufacturers and vendors that will reasonably perform adequately the duties imposed by the general design will be considered equally acceptable by the City provided the material, article, or equipment so proposed, is, in the exclusive opinion of the City, of equal substance and function. Substitute items may be rejected at the discretion of the City.

1.34.3 Whenever the name of a manufacturer is mentioned in the IFB and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the designation "no substitutes" appears in the IFB. The City shall determine that the items Bid are equal, or it may request samples and proof thereof to determine if said items are equal unless approved before shipment. The City reserves the right to return at Bidder’s expense all items that are not acceptable as equals, said items to be replaced by Bidder with satisfactory items at the original awarded price.

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

1.34.5 If stipulated as a Bid requirement, Bids will only be considered if they are submitted along with an Experience Statement which shall list projects and show satisfactory completion of work of comparable type and size to the work contemplated by these Contract documents. A list of comparable projects, including pertinent information and identification of the owners, shall be submitted with the Bid. Similar Experience Statements shall be included for any subcontractors named in the Bid response.

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

1.35 NOTICE OF RECOMMENDATION FOR AWARD (NORA): After considering the basis of award and evaluation of Bids, the City will within ninety (90) calendar days after the date of opening Bids, notify the successful Bidder that they have been recommended for award. The recommended Bidder shall have ten (10) days to submit any requested documents and to be in full compliance with the Bid requirements as identified in the NORA.

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

1.37 REGULATIONS: It shall be the responsibility of each Bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

1.38 TERMINATION OF AWARD: Any failure of the Bidder to satisfy the requirements of the City shall be the reason for termination of the award. Any Bid may be rejected in whole or in part for a good cause when in the best interest of the City.

1.39 ROYALTIES AND PATENTS: The successful Bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

1.40 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Bidders that the City affirmatively ensure that in any contract entered into pursuant to this solicitation that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

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

1.41 BID TABULATION: Bidders may request a copy of the Unofficial Bid Tabulation of the Invitation for Bid.

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

1.43 ADDITIONAL PURCHASES BY OTHER PUBLIC AGENCIES: The Bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

1.44 ORDER OF PRECEDENCE: Any and all Terms and Conditions and Specifications attached hereto, which vary from the Instruction to Bidders, shall take precedence.

1.45 AFFIDAVIT FOR SERVICE CONTRACTS: The Bidder represents, in accordance with RSMo. 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agree to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

1.46 INSPECTION AND ACCEPTANCE: All material that is discovered to be defective or which does not conform to any warranty of the Contractor herein may be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without the City's written authorization. Such a return shall in no way affect the City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable, or contractual remedies the City may have, therefore.

1.47 CONTRACT DOCUMENTS: If it is determined that a contract be issued via this solicitation, the contract between the City of Springfield and the Contractor shall consist of (1) the applicable contract document, (2) the Invitation for Bid, and any addenda thereto and, (3) the Bidder's Bid, as accepted, submitted in response to the Invitation for Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the Invitation for Bid, and addenda thereto shall govern over the Bidder's Bid and addenda thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Bidder, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation for Bid, or the Bidder's Bid. The Bidder is cautioned that the Bid shall be subject to acceptance without further clarification. Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

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

1.48 LOCAL VENDOR PREFERENCE:

1.48.1 Commodities (when applicable) - A commodity shall be defined as a non-specialized, non-customized mass-produced good. In the event two or more Bids to supply a commodity are equal in all evaluation criteria, including cost, such Bids shall be awarded first to the Bidder with offices within Springfield city limits, next to Bidders within Greene County, next to Bidders located in the adjacent counties, then next to other Missouri Bidders. If a tie Bid situation still exists after the application of these criteria, then the Bid shall be awarded by drawing lots or a flip of a coin. The City may also, unless the terms, conditions, and specifications of the solicitation state to the contrary, elect to divide the contract award between two or more Bidders if it deems such action to be in its best interests, in the exercise of its sole discretion.

1.48.2 Non-commodities (when applicable) for procurements of non-commodities the City should consider factors such as the impact on the local economy, time of delivery, maintenance, and other pertinent costs, and recommend firms with offices in the Springfield Metropolitan Statistical Area (SMSA) when their Bids are substantially equal in cost, specifications, conditions, and Bidders qualifications. A Bid shall be substantially equal in cost if the differential for total cost is two percent (2%) or less. When a request for proposal or a bid with evaluation criteria is evaluated, the score given for the criteria of cost for potential vendors within the SMSA shall be increased by 10 percent of the total points possible for cost.

1.48.3 Nothing in this section shall prohibit the City from evaluating bids and proposals on factors aside from the potential bidder's office location nor from rejecting non-responsive or non-responsible bids.

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

1.49.1 Failure of Bidders to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Bidders should identify any information as confidential and/or proprietary by stamping each page with such information as "Confidential" and/or "Proprietary". Identification of claimed confidential or proprietary information does not guarantee that such information may not be disclosed pursuant to applicable law.

2.0 SPECIFIC REQUIREMENTS OF BID:

2.1 RENEWAL OPTION:

2.1.1 The City reserves the right to renew this contract for four (4) additional one-year renewal terms.

2.1.2 All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.

2.1.3 If the Contractor requests an increase in compensation for any renewal period, the Contractor shall notify the Purchasing Agent no less than sixty (60) days prior to the end of the contract period and shall provide evidence to the satisfaction of the City of increased costs incurred by the Contractor for any element of the contract for which an increase is requested.

2.1.4 The Buyer conducting this solicitation shall notify the Contractor in writing of the intent to exercise the renewal option. However, failure to notify the Contractor does not waive the City's right to exercise the renewal option.

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

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

2.4 COMPLIANCE: The following items shall be provided by Bidder to the City of Springfield Purchasing Division. To be considered complete and responsive, Bidder must complete, execute, and submit all Pages identified with **"RETURN THIS PAGE"** of this IFB document as well as the specified number of copies to be deemed responsive and considered for award. **Failure to do so may render your bid non-responsive.**

2.4.1 To be provided with Bid submittal:

- Page 1 – TITLE-SIGNATURE PAGE
- Section 4.0 – Pricing Page
- Section 9.0 – List of References and Experience
- Section 10.0 – Affidavit of Compliance
- Section 11.0 – Certification Regarding Potential Conflicts of Interest
- Section 12.0 – Bidder Statement of Qualifications
- Executed Addendum(s) (If Applicable)

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

- Proof of Business License: **https://www.springfieldmo.gov/2171/Business-License-Applications**
- Certificate of Insurance (COI) naming the City of Springfield as additional insured. NOTE: COI shall identify the **SAME** legal entity company name as reflected on the respondent's W-9.
- Work Authorization Affidavit
- E-Verify Signature Page: **https://www.e-verify.gov/faq/how-do-i-get-a-copy-of-the-memorandum-of-understanding-mou**
- W-9 (new vendor only): **https://www.irs.gov/pub/irs-pdf/fw9.pdf**
  NOTE: W-9 shall identify the **SAME** legal entity company name as reflected on the awarded respondent's Certificate of Insurance (COI).
- Vendor Information Form (new vendor only). W-9 should be provided on the most current Federal Form

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

2.5.1 No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. The 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 the Contractor/Consultant. The 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, 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 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, contact the City or review City Charter Section 19.16 and Section 105.452 RSMo.

NOTE: COMPLETION AND SUBMITTAL OF ITEM 11.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR BID RESPONSE TO BE CONSIDERED RESPONSIVE.

2.6 DEBARMENT AND SUSPENSION STATUS:

2.6.1 The **Bidder** is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any government agency, nor is the **Bidder** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from the covered transaction by any government agency.

2.6.2 The **Bidder** has not within three years preceding this Invitation been convicted of or had a civil suit judgment rendered against the **Bidder** for the 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 a false statement, or receiving stolen property.

2.6.3 The **Bidder** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated above.

2.6.4 The **Bidder** has not, within the three years preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

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

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

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

2.9.1 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

2.9.2 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.

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

3.0 SPECIFICATIONS:

3.1 Coordination

All work must be coordinated with **Parks Operations**. Ongoing activities at each location may require work to be scheduled to avoid interference with those activities.

3.2 Contractor Qualifications

Contractor shall be a Certified Tennis Court Builder (CTCB) by the American Sports Builder Association (ASBA). The contractor shall be certified by the manufacturer to install the Premier Court System. All work shall comply with the current American Sports Builder Association standards.

3.3 Repairing and Resurfacing Courts

3.3.1 All surface preparation shall be performed in accordance with the manufacturer's recommendations.

3.3.2 Layout and line playing lines shall be to U.S.T.A. specifications.

3.3.3 The contractor shall apply one coat of acrylic resurfacer as a filler coat and two-color coats of acrylic sports coating on all courts. Color's to be determined by the City.

3.3.4 Lining for basketball courts shall be regulation lane and top-of-key including the three-point line. The lining materials shall be a two-coat system including one coat of seal line and one coat of textured line paint.

3.4 Locations

All courts are located in Greene County Missouri with the majority located in Springfield Missouri. There are tennis courts, pickle ball courts and other sports courts they may need to be repaired.

3.5 Materials

Unless otherwise stated, all materials used shall be of new manufacture and installed before expiration of their shelf life, if applicable.

3.6 Materials, minimum specifications

All tennis court surfacing materials shall be provided by a reputable tennis court materials manufacturer for tennis courts such as California Products, Vance Brothers, Nova, American Tennis Courts products or equal.

3.7 Crack Filler

Crack filler shall be acrylic based and provided by a tennis court materials manufacturer such as California Products, Vance Brothers, Nova or equal. Major cracks, those that are greater in width than 3/8", shall be filled with patch mix and leveled. Hairline cracks shall be filled with fiberglass-based crack filler.

Material used to fill existing cracks shall match the color of the court surface. Also, this material shall match line color if the existing crack runs through a line. Should the crack filling material not match the color of the existing surface or line that area shall be painted to match existing surface.

3.8 Concrete Patching

Concrete patching material shall be an acrylic patch binder, cement and silica sand mixed according to manufacturer's instructions and applied in accordance with Manufacturer's and ASBA specifications. All bird baths greater in depth than 1/16" (where collected water would cover a nickel) shall be filled with patch mix and leveled

3.8.1 Riteway Crack Repair system shall be used to repair cracks greater than 3/8 inch.

3.8.2 Acid-Phosphoric and 75% or 85% diluted as needed.

3.8.3 Lines shall be painted using a two-coat system of seal line and textured white line paint.

3.8.4 Tape Sealing Acrylic.

3.8.5 Clear silica sand 80-100 mesh/ton.

3.8.6 Masting Tape, approximately 1" x 600 yards.

3.8.7 Materials shall include any and all other materials necessary to perform the work requested.

3.8.8 All selected products shall not contain asbestos, lead or mercury.

3.9 Job Deficiencies

Repairs or details rated as deficient during final inspection must be repaired and corrected by Contractor and ready for re-inspections within five (5) days. Re-inspection shall not extend the contract time of completion.

3.10 Disposal of surplus materials and debris

Contractor shall remove from the premises all rubbish, debris, and unused materials which may have accumulated during the progress of work. Nightly detailing is required to maintain area in a neat and orderly condition.

3.11 Hazardous Materials

Any hazardous material(s) identified and removed during the course of work, shall be properly handled and disposed of according to applicable regulations. Contractor shall notify City representative if any suspect material is identified. The City shall arrange for testing of these materials. Due to the varied nature of removing these types of materials, unit pricing is not being requested on the bid document. If required, a properly executed change order shall be executed prior to completion of the work.

3.12 Final Inspection and Acceptance

Final inspection shall be scheduled by the City upon completion of work and attended by the City representative and the Contractor.

3.13 Warranty

The Contractor warrants that all articles, materials, and work covered by this contract will conform to each and every specification, drawing, sample, or other description which is contained in the contract, furnished to the City or adopted by the City and that such articles, materials, and work will be fit and sufficient for the purpose intended, of good material and workmanship, and free from defect. Such warranty shall not be waived by reason of the City's acceptance or payment for the work.

3.14 Performance Period

The City and the Contractor shall establish performance periods for individual projects prior to issuance of City Purchase Order.

4.0 PRICING:

SUBMITTED BY: _____
Company Name

Pursuant to and in accordance with the above-stated Invitation for Bid, the undersigned hereby declare that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees if their Bid is accepted to furnish the item(s) submitted below, including F.O.B delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices, products/services information submitted. Said Unit Price shall be utilized by the City to calculate the correct Extended Price for determining potential award. **All pricing shall remain firm and fixed for the contractual term.**

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
4.1	1 LF	Crack repair in accordance with attached specifications Shall warranty the above for materials, labor, and travel for_____	$_____	$_____
4.2	1 LF	Apply Riteway Crack Repair System in accordance with attached specifications Shall warranty the above for materials, labor, and travel for_____	$_____	$_____
4.3	1 LF	Touch up all tennis court lines in accordance with attached specifications Shall warranty the above for materials, labor, and travel for_____	$_____	$_____
4.4	1 SY	Fill and level water holes in accordance with attached specifications Shall warranty the above for materials, labor, and travel for_____	$_____	$_____
4.5	1 Court	Application of acrylic re-surfacer in accordance with attached specifications (2 Coats per Court) Shall warranty the above for materials, labor, and travel for_____	$_____	$_____

RETURN THIS PAGE

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
4.6	1 Court	Application of acrylic color coat in accordance with attached specifications (2 Coats per Court) Shall warranty the above for materials, labor, and travel for_____	$_____	$_____
4.7	1 Court	Layout and line tennis courts in accordance with attached specifications Shall warranty the above for materials, labor, and travel for_____	$_____	$_____
4.8	1 Court	Resurfacing of Stadium Courts at Cooper Tennis Complex in accordance with attached specifications Shall warranty the above for materials, labor, and travel for_____	$_____	$_____
4.9	1 Court	Remove nets and paint net posts, reinstall nets Shall warranty the above for materials, labor, and travel for_____	$_____	$_____
4.10	1 Court	Patch and grind around net post and center anchors Shall warranty the above for materials, labor, and travel for_____	$_____	$_____
4.11	1 Court	Pressure washing prior to coating surface	$_____	$_____

4.12 Is the pricing provided above tax-exempt per the City of Springfield's State of Missouri tax-exempt status as stated under section 1.0 Instructions to Bidders, paragraph 1.32? _____Yes _____No

4.13 If you answered "No" to the question posed in section 4.3, does the pricing provided above include any and all applicable taxes as stated under section 1.0 Instructions to Bidders, paragraph 1.32? _____Yes _____No

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

4.15 If awarded a contract via this solicitation, will you or your company agree to extend the utilization of said contract and it's pricing to other public entities? _____ Yes _____ No

Accept Visa P-Card: Yes_____ No_____

Prompt Payment Discount _____%_____Days, Net _____Days

RETURN THIS PAGE

5.0 SAMPLE CONTRACT:

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

CONTRACTOR
Company Name: _____
Attn: _____
Address: _____
_____
Ph. _____
Fax _____

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

WITNESSETH:

THAT WHEREAS, the City of Springfield desires to engage the Contractor to provide **TENNIS COURT REPAIR AND MAINTENANCE** hereafter described in **Invitation for Bid #039-2027** which is attached hereto and incorporated herein as **Exhibit A**; and

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

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

1. The City of Springfield, Missouri, acting through its Purchasing Agent does hereby accept, with modifications, if any, the Bid of the Contractor.

2. That a copy of the Contractor's signed Bid is attached. The Contractor's Bid and the City's **Invitation for Bid #039-2027** and Contract Documents becomes the contract between the parties hereto; that both parties hereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and that the compensation to be paid the Contractor is as set forth in the Contractor's Bid. In the event of a conflict between the Contractor's Bid and the City's Contract Documents, the City's Contract Documents shall control. Items not awarded, if any, have been deleted.

3. Goods or Services shall only be provided after receipt of a written request or order from the City.

4. Additional Services: If additional services are requested by the City, the Contractor 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 a cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Contractor for such approved additional services shall not exceed the approved amount. The Contractor's fees for additional services shall be billed on an hourly basis at the Contractor's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

5. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be an original, enforceable contract.

6. The term of this Contract shall be for a one (1) year period from _____ through _____. The City may, at its option, renew the Contract for four (4) additional one-year contract periods by giving written notice to the Contractor. All pricing identified on the pricing page shall be in effect for the stated contractual period.

Special Attachments: Attachments or Exhibits

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 Date
or
Acting Director of Finance

APPROVED AS TO FORM

_____ _____
City Attorney or Date
Assistant City Attorney

CONTRACTOR

By: _____ _____
Company Authorized Signature Date

Name: _____
Print

Title: _____

CITY OF SPRINGFIELD, MISSOURI
Division of Purchases

By: _____ _____
Cindy Scholten, Purchasing Agent Date
or Acting Purchasing Agent

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

6.1 DISCOUNTS AND BID EVALUATION: Any and all discounts, except cash discounts for prompt payments, shall be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining the award.

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

6.3 QUALITY GUARANTEE: All customary guarantees for workmanship, quality, and performance specific by the Manufacturer for any or all items shall apply to the items offered under this Bid. If any product delivered does not meet applicable specifications or if the product will not produce the effect that the Bidder represents to the City, the Bidder shall pick up the product from the City at no expense. Also, the Bidder shall refund to the City any money which has been paid for same. The Bidder will be responsible for attorney fees in the event the Bidder defaults and court action is required.

6.4 DEFINITIONS:

A. The **"City"** or **"Owner"** shall refer to the City of Springfield, Missouri who are the owners of the property, and their authorized representatives.

B. The **"Contractor"** shall refer to the corporation, company, partnership, firm, or individual named and designated in the contract agreement who has entered this contract for the performance of the work and/or to furnish goods, services, or construction covered thereby at an agreed upon price, and its, their duly authorized agents or other legal representatives.

C. The **"specifications"** include, but are not limited to Instruction to Bidders, Specific Requirements of the Bid, the Standard Terms and Conditions, the Definitions, and the Technical Specifications of the work as described in the Invitation for bid.

D. A **"subcontractor"** is a person, firm, or corporation supplying labor or materials, or only labor for work at the site of the project, and a under separate contract or agreement with the Contractor.

E. The term **"sample"** as used herein includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.

F. The term **"estimated"** represents quantities estimated for the period stated. Purchase orders shall be placed for actual requirements as needed.

6.5 PURCHASE ORDERS: The City will not be responsible for articles or services furnished without a purchase order being issued unless otherwise set forth in the bid documents or as allowed by the City.

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

6.7 PACKAGING: The City shall not be liable for any charges for drayage, packing, cartage, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein. The parties intend that prices bid by the bidder shall be inclusive.

6.8 INSPECTION AND ACCEPTANCE: No material received by the City shall be deemed accepted by the City until the City has provided written notice of acceptance. All material that is discovered to be defective, or which does not conform to any warranty of the Contractor or the Contract, upon initial inspection, or at any later time shall be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without the City's written authorization. Such a return shall in no way affect the City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable, or contractual remedies the City may have, therefore.

6.9 GENERAL GUARANTY AND WARRANTY: The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and their subcontractors shall be new, of good quality, and good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of Substantial Completion of all the work required by the contract. Furthermore, they shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the contract.

6.10 PATENTS: The Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and the Contractor covenants that they will at their own expense, defend every suit which may be brought against the City, or Contractors selling or using the City's product for any alleged infringement of any patent by reason of the sale or use of such articles and the Contractor agrees to pay all cost, damages, and profits recoverable in any such suit.

6.11 QUANTITIES: The City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to the City's rejection and return at the Contractor's expense.

6.12 ACTS OF GOD: Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind, or any other causes of a similar character beyond its control and without its fault or negligence.

6.13 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 the Contractor, or in the event of a breach of any of the terms hereof including the warranties of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible in damages.

6.14 COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all federal, state, or local laws, ordinances, rules, regulations, and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO, and OSHA-type requirements that apply to the Contractor’s performance under this contract. The Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to the Contractor’s performance under this contract, including the imposition of fines and penalties which result from the violation of such laws. All applicable laws and regulations of the State of Missouri and the City of Springfield, Missouri including the City’s Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with City Procurement shall be in accordance with the Procurement Regulations and Procedures.

6.15 TIME OF DELIVERY: All materials ordered shall be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold the Contractor accountable for any damages or costs sustained as a result thereof.

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

6.17 INVOICES: An original copy of the invoice shall be submitted for each purchase and shall show the purchase order number or Contract number and shall contain full descriptive information of items or services furnished. All invoices must be received within one year after goods or services have been provided otherwise invoices shall be considered delinquent. Delinquent invoices shall not be paid by the City unless prior arrangements have been made in writing.

6.18 NOTICE AND SERVICE THEREOF: Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or e-mail, to the said Contractor at their last given physical or e-mail address or delivered in person to the said Contractor or their authorized representative.

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

6.20 TERMINATION OF CONTRACT:

6.20.1 FOR BREACH: If through any cause, the Contractor shall fail to fulfill in a timely and proper manner the Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract. This contract may be terminated by the City upon thirty (30) days prior notice in writing to the other party. The City may terminate this contract immediately, under breach of contract, if the Contractor fails to perform in accordance with the terms and conditions. In the event of any termination of the contract by the Contractor, the City may purchase such supplies and/or services like those so terminated, and for the duration of the contract period, the Contractor will be liable for all overages of the established contract pricing.

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

6.20.2 FOR CONVENIENCE: The City shall have the right at any time by written notice to the Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and the Contractor shall immediately stop work. In either event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City, become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

6.21 LIABILITY AND INDEMNITY:

6.21.1 In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

6.21.2 The Contractor shall defend, indemnify and save harmless the City, it's 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 the Contractor.

6.21.3 The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

6.21.4 The indemnification obligations of the 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 the City, it's elected or appointed officials, agents, and employees, for which indemnification is sought.

6.21.5 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 the statute, or in law or equity.

6.21.6 The Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. The Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

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

6.22 SUB-CONTRACTS:

6.22.1 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.

6.22.2 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.

6.22.3 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.

6.22.4 Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

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

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

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

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

A. ☐ The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and Contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.

B. ☒ The Contract shall consist of a **YEARLY CONTRACT** and a copy of the Contractors' signed Bid attached and that the same, in all particulars, becomes the agreement and Contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractors' Bid. Items not awarded, if any, have been deleted.

C. ☐ The Contract shall consist of a **ONE-TIME CONTRACT** and a copy of the Contractors' signed Bid attached and that the same, in all particulars, becomes the agreement and Contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractors' Bid. Items not awarded, if any, have been deleted.

D. ☒ Copy of the Contract.

1) City will furnish a copy of the Contract Documents to the successful Bidder who shall execute (sign and date) said Contract document, and provide items stated on the Notice of Recommendation for Award which may include but not limited to: Required insurance as evidenced by a Certificate of Insurance, City of Springfield Business License and surety bonds properly executed.

2) The successful Bidders' executed copy shall be delivered to Owner within ten (10) days after the date of Notice of Recommendation for Award.

3) City will execute the Contract, insert the date of applicable signature at the beginning of the Contract, and return an executed copy to Contractor.

6.27 NON-DISCRIMINATION IN EMPLOYMENT: In connection with the furnishing of supplies or performance of work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran, or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of the Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

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

B. This Contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals based on disability and requires affirmative action by covered prime Contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

6.28 TAX-EXEMPT: Do not bill tax. The City of Springfield is exempt from payment of the Missouri Sales Tax, Missouri Tax ID Number: 12493651 in accordance with Section 39 (10), Article 3, of the Missouri Constitution.

6.29 REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT": The Contractor shall comply with the applicable regulations of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; Title 18 U.S.C., Section 874 and Title 40 U.S.C.; Section 276c). and any amendments or modifications thereof shall cause appropriate provisions to be inserted in sub-contracts to ensure compliance therewith by all subcontractors subject thereto and shall be responsible for the submission of statements required of the subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

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

6.31 FUND ALLOCATION: Continuance of any resulting contract or issuance of a Purchase Order is contingent upon the available funding and allocation of City funds. The Contractor understands that the obligation of the City to pay for goods and/or services under the contract is limited to payment from available revenues and shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City nor shall anything contained in the contract constitute a pledge of the general tax revenues, funds or money of the City, and all provisions of the contract shall be construed to give effect to such intent.

6.32 ASSIGNMENTS: Neither the City nor the Contractor shall, without the prior written consent of the other, assign in whole or in part their interest under any of the Contract Documents and, specifically the Contractor shall not assign any money due or to become due without the prior written consent of the City.

6.33 DEBARMENT: By submission of its response, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal or State Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs and that neither it nor its principals nor its subcontractors receiving sub-awards are presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by a Federal or State department, agency or provision of law. If the Contractor is unable to certify any of the statements in this certification, the responder must attach an explanation to its response.

6.34 MODIFICATION OF CONTRACT: The Scope of Work to be done under the contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the contract shall be changed or modified without the execution of an amendment to the contract mutually agreed upon by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of the cost of any additional work, products, or services to be incorporated by a modification to the Scope of Work and the Contract.

6.35 AUTHORIZATION: The services of the Contractor shall commence only as authorized in writing by a City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor. The terms of the contract shall be for the period specified in the contract.

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

6.37 CONTRACTOR'S PERSONNEL:

6.37.1 The Contractor represents that the Contractor will secure at the Contractor's own expense all personnel required to perform the services called for under this contract by the Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All the services required hereunder will be performed by the Contractor or under the Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

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

6.38 CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS: The Contractor shall not execute an agreement with any subcontractor to perform any work until they have written to the City of Springfield to determine any disapproval of the use of such subcontractor. It is further agreed that the Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons it directly employs. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to the Contractor by all the terms herein set forth, insofar as applicable to the work of the subcontractors, and to give the Contractor the same power regarding termination of any subcontract as the City may exercise over the Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City or between any subcontractors.

6.39 CONTRACTOR'S PERSONNEL CONDUCT: The Contractor's personnel are expected to conduct themselves in a courteous, safe, and responsible manner. This includes refraining from any behavior or actions while on City property that may be deemed offensive or unsafe by the City and complying with all related policies and procedures.

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

6.41 COOPERATION: All information, data, and reports as are existing, available, and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate in every way possible in carrying out the scope of services.

6.42 CITY BENEFITS: The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

6.43 NON-EXCLUSIVE AGREEMENT: This Invitation for Bid will result in a non-exclusive contract and the City reserves the right to purchase the same or like materials and/or services from other sources as deemed necessary and appropriate.

6.44 CONFIDENTIALITY OF DOCUMENTS: Any reports, data, design, or similar information given to or prepared or assembled by the Contractor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

6.45 WAIVER: No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of the contract.

7.0 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 - 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. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required by the City of Springfield as listed above. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks, upon request of the City, provide evidence of such insurance.

E. **Notice:** The Contractor shall furnish to the City prior to beginning the work, 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).**

8.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY ELECTRONIC SIGNATURE PAGE:

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. A 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) operates a FREE internet-based program called E-Verify, http://www.dhs.gov/everify that allows employers to verify employment eligibility of their employees, regardless of citizenship. Based on the 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 _____ ("Bidder"). Bidder 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. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Bidder 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-bidder/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

Company ID Number:

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

SAMPLE

Company ID Number:

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	
Company Facility Address	
Company Alternate Address	
County or Parish	
Employer Identification Number	
North American Industry Classification Systems Code Parent Company Number of Employees Number of Sites Verified for Number of Employees Number of Sites Verified for	

SAMPLE

9.0 LIST OF REFERENCES AND EXPERIENCE:

PLEASE COMPLETE THE INFORMATION LISTED BELOW IN FULL: If additional space is required, make additional copies of this form and submit it with the bid. To be considered for award, the Bidder shall have been in business for a minimum of five (5) years.

How many years has your firm been in business?	Years:
List references and prior experience; preferably with other municipalities, in the last 3–5-year period; work or services of the same type and size to the project being proposed. (List municipality/company names, addresses, contact person(s), telephone numbers, date of project completion, and contract amount.)	
Prior Work/Services Performed for: Municipality/Company Name:_____ Address: _____ _____ _____ Contact Person: _____ Title: _____Telephone No: _____ Description of Work/Services Performed: Contract Amount: $_____ Completion Date: _____	
Prior Work/Services Performed for: Municipality/Company Name:_____ Address: _____ _____ _____ Contact Person: _____ Title: _____Telephone No: _____ Description of Services Performed: Contract Amount: $_____ Completion Date: _____	

RETURN THIS PAGE

10.0 AFFIDAVIT OF COMPLIANCE

To be submitted with the vendor's Bid.

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

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

Specific exceptions are as follows: _____

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

Company Name: _____

By: _____
(Authorized Person's Signature)

_____
(Print or type name and title of Signer)

_____
(Company Street/P.O. Box Address)

_____
(City, State, Zip Code)

Telephone Number: _____

Fax Number: _____

Email: _____

Federal Tax ID No.: _____

Date: _____

Revised: 02/04/2026
Reviewed by Law: 08/27/2025

RETURN THIS PAGE

11.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST:

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

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

Vendor certifies that (check all that apply):

Zero conflicts to declare:

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.

Potential conflicts to declare:

3. ____ A City Council member, spouse, or dependent child is an employee, officer, partner, owner, etc., of vendor.

4. ____ A City employee, spouse, or dependent child is an employee, officer, partner, owner, etc., of vendor.

5. ____ A City board/commission member, spouse, or dependent child 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.

RETURN THIS PAGE

12.0 BIDDER STATEMENT OF QUALIFICATIONS

1. Name and Address of Firm: _____

_____
Street Address City State Zip Code

2. Federal ID No._____

3. Area Code and Telephone Number. _____

NOTE: If the Bidder is a Joint Venture, then all parties to the Joint Venture must complete a separate Statement of Qualifications.

4. If you have done business under a different name, please give your name and location.

_____

_____

General Information: All questions must be answered accurately, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. Additional information may be submitted if so desired.

5. How many years have you been engaged in the provision of certain goods or services identified in this IFB under your present firm name or trade name? _____

6. General character of work or provision performed by you. _____

_____

7. Have you ever failed to complete any work awarded to you? If so, where and why?

_____

_____

8. Have you ever defaulted on a contract? If so, where and why? _____

_____

_____

9. Has your firm ever engaged in litigation for the settlement of claims or disputes arising out of a construction contract? If so, give particulars.

_____

_____

NOTE: The information provided here, in conjunction with other available information, will be used to determine whether or not you are qualified to perform the scope of work defined in this bid package. Providing false or misleading information may result in the rejection of the bid proposal

RETURN THIS PAGE

13.0 STATEMENT OF "NO BID":

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

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #039-2027** FOR **TENNIS COURT REPAIR AND MAINTENANCE** FOR THE FOLLOWING REASON(S):

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

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

_____

_____

_____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

Revised: 02/04/2026
Reviewed by Law: 08/27/2025