



LEE'S SUMMIT MISSOURI CONTRACT DOCUMENT

CITY OF SPRINGFIELD COOP

DATE: February 2023

TO: Key Purchasing Personnel

FROM: Des Collins-Procurement & Contract Services Division

RE: Coop Contract for Soil and Pavement Stabilization
City of Springfield Contract #2022-1389 and **Lee's Summit Contract #2023-046**

Vendor	Uretek USA, Inc. 13900 Humble Road Tomball, TX 77375
Phone & Fax	PH: 402-677-1596
Contact Person	Craig Stumpff (Great Plains Region) Email: craig.stumpff@uretekusa.com
Ordering Instructions	<ul style="list-style-type: none">○ Using Department to enter a requisition in the Lawson System for a Purchase Order to be issued.○ Requisition must include each item as a separate line item.○ Invoices will be paid against Lawson System Receiver and Purchase Order.
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Contract
Response Time	As Required
Effective Dates	February 17, 2023 through February 16, 2024

cc: Accounts Payable
Bid File- Original memo

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
URETEK USA, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Uretex USA, Inc. (the "Vendor"). The City and the Vendor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. After a competitive procurement process, City of Springfield, MO ("Original Purchaser") entered into Contract #2022-1389 dated February 17, 2023 (the "Base Contract"), for the Vendor to provide Soil and Pavement Stabilization. The Base Contract is incorporated herein by reference as though fully set forth, to the extent not inconsistent with this Agreement.

B. The City is permitted to purchase such products and services under the Base Contract, at its discretion and with the agreement of the awarded Vendor, and so long as the Base Contract permits its cooperative use by other public entities, including the City.

C. The City and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Base Contract and this Agreement, and (ii) establishing the terms and conditions by which the Vendor may provide the City with Soil and Pavement Stabilization, as more particularly set forth in Section 2 below (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the Effective Date set forth below and shall remain in full force and effect until the end of the term of Base Contract, unless terminated as otherwise provided in this Agreement.

2. Scope of Work. Vendor shall provide the Services as set forth in the Section 2 of the Base Contract.

3. Work Authorization/E-verify. Pursuant Section 285.530, RSMo., if this Agreement exceeds five thousand dollars (\$5,000.00), Vendor warrants and affirms to the City that (i) Vendor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Vendor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. 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 Vendor reciting compliance is not sufficient.

4. Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which the Agreement is executed and delivered. Vendor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

5. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri and suit pertaining to this Agreement may be brought and maintained only in courts in Jackson County, Missouri.

6. Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Vendor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Vendor certifies that Vendor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

7. Rights and Privileges. The City shall be afforded all of the rights and privileges afforded to Original Purchaser in the Base Contract that are incorporated herein by reference.

8. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 7 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Original Purchaser to the extent provided under the Base Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the City under this Agreement including, but not limited to, the Vendor's obligation to provide the indemnification and insurance.

In addition to the insurance requirements set forth in the Base Contract, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you."

9. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT

Uretex USA, Inc.

Mark Dunning
Mark Dunning, City Manager

By Edward Hibbard

Date 2/27/23

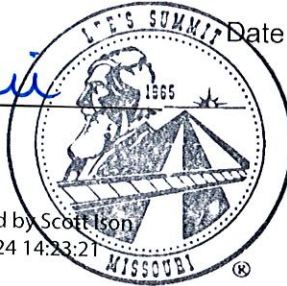
Print Name Edward Hibbard

Title President

ATTEST:

Date 02/15/2023

Trisha Fowler Arcuri
Trisha Fowler Arcuri, City Clerk



APPROVED AS TO FORM:

Scott Ison
Digitally signed by Scott Ison
Date: 2023.02.24 14:23:21 -06'00'

Scott Ison,
Chief Counsel of Infrastructure and Recreation



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

CONTRACTOR
Uretek USA, Inc.
Attn: Edward Hibbard
13900 Humble Road
Tomball, TX 77375
Ph. 281-351-7800

THIS CONTRACT, made and entered into this 17th day of February 2023 by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and **Uretek USA, Inc.** 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 **SOIL & PAVEMENT STABILIZATION** hereafter described in **Invitation for Bid #017-2023** 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 Contractor.
2. That a copy of the Contractor's signed Bid is attached. The Contractor's Bid and the City's **Invitation for Bid #017-2023** 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. 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 Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
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. 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.

- 7. The term of this Contract shall be for a one (1) year period from 2/17/2023 through 2/16/2024. The City may, at its option, renew the Contract for three (3) 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

David Holtmann (Jan 17, 2023 09:41 CST)

David Holtmann, Director of Finance
or
Acting Director of Finance

Jan 17, 2023

Date

APPROVED AS TO FORM

Kyle Tolbert

Kyle Tolbert (Jan 23, 2023 08:50 CST)

City Attorney or Assistant City Attorney

Jan 23, 2023

Date

CONTRACTOR

By: [Signature]
Company Authorized Signature

Date: 01/03/2023

Name: Edward Hibbard
Print

Title: President

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

By: Ben Calia Jan 23, 2023

Ben Calia, CPPB, City Purchasing Agent
Or Acting Purchasing Agent Date

**CITY OF SPRINGFIELD, MISSOURI
Public Works Department**

By: Dan Smith Jan 17, 2023
Dan Smith (Jan 17, 2023 09:38 CST)
Dan Smith, Director of Public Works Date



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

Buyer: Kilina Goldenberg
Email: kilina.goldenberg@springfieldmo.gov
Phone: 417-864-1594

INVITATION FOR BID (IFB) #017-2023

TITLE-SIGNATURE PAGE

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

SOIL & PAVEMENT STABILIZATION

BIDS MUST BE UPLOADED INTO DEMANDSTAR E-BIDDING SYSTEM PRIOR TO 3:00 P.M. ON OCTOBER 27, 2022.

Bids will be opened by the buyer listed above. Bids will be read aloud publicly at the specified bid opening date and time via teleconference. To participate dial (425) 436-6342, then enter access code 197264.

- Bids shall be submitted on the forms provided and may be manually, electronically, or digitally signed by the individual authorized to legally bind the company. **Bidders are to submit all pages of this IFB identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your bid non-responsive.**
- Bids received after the opening date and time shall not be considered.
- The attached Terms and Conditions shall become part of any contract resulting from this bid.
- The cutoff for any questions pertaining to this bid is OCTOBER 20, 2022, 3:00 P.M., CST.
- **HAND DELIVERED, FAXED OR EMAILED BIDS WILL NOT BE ACCEPTED.**

A pre-bid conference is scheduled for OCTOBER 13, 2022 at 3:00 P.M., CST. The pre-bid conference shall be conducted via videoconference. To participate email the Buyer, Kilina Goldenberg, kilina.goldenberg@springfieldmo.gov for the link and password for the link and password. All interested bidders are encouraged to participate.

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

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

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

Company Name
 URETEK USA, Inc.
 Address
 Mailing: PO Box 1929, Tomball, TX 7777
 City/State/Zip
 Physical: 13900 Humble Rd, Tomball, TX 77375
 Telephone # 281-351-7800 Fax #
 Email Address derthelot@uretekusa.com

Authorized Person (Print)
 Edward Hibbard
 Signature
 Title
 President
 Date 10/27/2022 Tax ID # 42-1329866
 663552
 State of Missouri Charter Number or Exemption Number

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**LEGAL NOTICE:
INVITATION FOR BID #017-2023**

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

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

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

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

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

Bids must be received electronically in the City's e-bidding service provider DemandStar by **3:00 P.M., CST., on OCTOBER 27, 2022.** Bids will be read aloud publicly at the specified bid opening date and time via teleconference. **To participate dial (425) 436-6342, then enter access code 197264.**

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

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

Wages paid for work under this Contract may be required to comply with requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. Mo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor.

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

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

SCOPE: The City of Springfield is seeking qualified firms or persons to provide soil densification to repair base and sub-base soils under flexible asphalt pavement, composite pavement, or concrete pavement, structures such as bridge approach sleeper slabs by furnishing and injecting polyurethane material beneath the pavement and beneath the base soils at locations and depths as shown on the plans or as directed by the engineer. A contract will be issued in the form of a yearly contract.

1.0 INSTRUCTIONS TO BIDDERS

BID OPENING: Bids submitted in response to this Invitation for Bid (IFB) will be opened in the presence of Purchasing officials at the due date and time indicated on the IFB. Bids will be read aloud publicly at the specified bid opening date and time via teleconference or video conference. **Bids will be read aloud publicly at the specified bid opening date and time via teleconference. To participate dial (425) 436-6342, then enter access code 197264.**

1.1 PREPARATION OF BIDS:

- 1.1.1 Bidders are expected and required to examine and understand any drawings, specifications, schedules, and all instructions related to this IFB. Failure to do so will be at the Bidder's risk.
- 1.1.2 Each Bidder shall furnish the information required by the IFB. The Bidder shall sign the IFB. Erasures or other changes must be initialed by the person signing the offer.
- 1.1.3 Unit Price for each unit Bid shall be shown and such price shall include packing unless otherwise specified. Freight or shipping shall be included in the Unit Price unless requested as a single line item. A total shall be entered in the total column for each item Bid. In case of discrepancy between a Unit Price and Extended Price, the Unit Price will be presumed to be correct.
- 1.1.4 Alternate Bids for supplies or services, other than those specified, shall not be considered unless authorized by the IFB. Bidders shall submit complete specifications on all Alternate Bids, unless otherwise provided in this IFB.
- 1.1.5 Alternate Bids without complete specifications may be rejected. Alternate Bids and exceptions may be rejected.
- 1.1.6 Alternate Bids and exceptions to Bid clauses must be clearly noted on the Affidavit of Compliance Form.
- 1.1.7 Unless otherwise provided in the IFB, Bidders shall state a definite time for delivery of supplies or services after receipt of order.
- 1.1.8 Time, if stated as a number of days, shall include Saturdays, Sundays, and holidays.
- 1.1.9 If the item has a trade name, brand, or catalog number, all such information shall be stated in the Bid.
- 1.1.10 Prices quoted are to be firm, final and shall include shipping F.O.B. Destination whereby all transportation charges shall be paid by Contractor, unless requested as a single line item.

1.2 SUBMISSION OF BIDS:

- 1.2.1 To be considered responsive, bids must be uploaded to the City's e-bidding service, DemandStar at https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the specified due

date and time. It shall be the sole responsibility of the Bidder to have their Bid uploaded on or before the stated due date and time.

- 1.2.2** E-mailed, hand delivered, or faxed Bids shall not be considered.
- 1.2.3** Submission of a Bid constitutes an assignment by Bidder of all anti-trust claims that Bidder may have under the Federal and State laws resulting from this Contract.
- 1.2.4** In submitting bids, Bidder agrees that the City of Springfield shall have ninety (90) calendar days in which to accept or reject any of the bids submitted unless otherwise specified.
- 1.2.5** Bidders shall submit all required and identified Bid documents to be considered responsive.
- 1.3 LEGAL NAME AND SIGNATURE:** Bids shall clearly indicate the legal name, physical address, e-mail address, and telephone number of the Bidder (company, firm, corporation, partnership, or individual). Respondents' legal entity name must be identified the **SAME** on their submitted W9 and Certificate of Insurance (COI). Bids may be manually, electronically, or digitally signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Bid. Failure to properly sign the TITLE-SIGNATURE PAGE shall invalidate same and it shall not be considered for award.
- 1.4 CORRECTIONS:** Corrections, erasures or other changes must be initialed by the person signing the offer. Bids signed by an agent are to be accompanied by evidence of their authority to sign on behalf of Bidder. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it.
- 1.5 CLARIFICATION AND ADDENDA:**
- 1.5.1** Each Bidder shall examine all IFB documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions concerning interpretation, clarification, or additional information pertaining to the IFB shall be made through the Division of Purchases in writing. No oral interpretations shall be made to any Bidder by the City. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information shall be given. Receipt of an addendum to an IFB by a Bidder must be acknowledged by signing and uploading the addendum with your bid response to https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the opening time and date.
- 1.5.2** It shall be the responsibility of each Bidder, prior to submitting their Bid, to contact the Division of Purchases e-bidding platform at https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 to determine if addenda were issued and to make such addenda a part of their Bid.
- 1.6 IFB EXPENSES:** All expenses for making Bids to the City are to be borne solely by the Bidder.
- 1.7 IRREVOCABLE OFFER:** No Bid shall be withdrawn after the date and time set for opening Bids. All Bids shall, upon opening, constitute an irrevocable offer for a minimum period of ninety (90) calendar days until one or more of the Bids have been duly accepted by the City.
- 1.8 RESPONSIVE AND RESPONSIBLE BIDDER:** To be responsive, a Bidder shall submit a Bid which conforms in all material respects to the requirements set forth in this IFB. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment,

and credit which will ensure good faith performance. The lowest responsible Bidder shall mean the Bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

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

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

1.11 APPLICABLE LAW: All applicable laws and regulations of the State of Missouri and the City of Springfield, Missouri including the City's Procurement Regulations and Procedures stated in the City Purchasing Manual shall apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the City Purchasing Manual. The following is the link to the City Purchasing Manual:
<https://www.springfieldmo.gov/DocumentCenter/View/7604/Purchasing-Manual-PDF>

1.12 RIGHT TO PROTEST:

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

1.12.2 Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

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

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

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

1.15.1 Any prices or cost data submitted have been arrived at independently, without consultation, communication, or contract for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

- 1.15.2** Any prices and/or cost data for this Bid have not knowingly been disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the scheduled opening directly or indirectly to any other Bidder or to any competitor.
- 1.15.3** No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid.
- 1.15.4** The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- 1.15.5** No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
- 1.16 IFB FORMS AND EXCEPTIONS:** Bids must be submitted on attached City IFB Forms, however additional information may be attached by the Bidder. Bidders must indicate any exceptions to the City's requested specifications or terms and conditions, on the IFB Affidavit of Compliance. **Taking exception to the specifications or terms and conditions MAY render a Bidder's Bid non-responsive and may remove it from consideration for award.** All exceptions will be reviewed on a case-by-case basis and in compliance with the law and the City's procurement regulations. If no exceptions are noted Bidders shall fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your Bid is accepted or may render your Bid non-responsive.
- 1.17 BID DOCUMENTS:** All blank spaces must be completed and filled with the appropriate response. The Bidder shall state the price for what is proposed by Bidder to complete each item of the project. Bidders shall insert the words "No Bid" in the space provided for an item for which no Bid is made. The Bidder shall submit an executed TITLE-SIGNATURE PAGE, Affidavit of Compliance, and any other requested or required documents as stipulated in section 2.5 COMPLIANCE, paragraph 2.5.1.
- 1.18 MODIFICATIONS OR WITHDRAWAL OF BID:**
- 1.18.1** A Bid may only be withdrawn by the following method prior to the official opening date and time specified:
- A.** A Bid may be withdrawn via e-mail to the buyer identified on page one of this document, by the Bidder or its authorized representative.
- 1.18.2** A Bid may only be modified by the following method prior to the official opening date and time specified:
- A.** A Bid that has already been uploaded may be modified by uploading another bid document and identify "MODIFICATION" on your bid submittal.
- 1.18.3** All modified bids shall not be opened until the official opening date and time to preserve the integrity of the Bid process. Telephone, telegraphic or electronic requests to modify a Bid/Solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the bids' specified official opening date and time.
- 1.19 NO BID:** If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

- 1.20 ERRORS IN BIDS:** Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications of this Bid before submitting their Bids; failure to do so will be at the Bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of Bidders. In case of error of extension of prices in the Bid, the unit price shall govern.
- 1.21 PRICES BID:** Give both unit price and extended total. Price shall be stated in units of quantity specified in the Bidding Specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. Destination, whereby all transportation charges shall be paid by Contractor unless requested as a single line item identified in this IFB. Each item must be Bid separately, and no attempt is to be made to tie any item or items in with any other item or items.
- 1.22 PAYMENT TERMS:** Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable and shall not be considered. If a Bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
- 1.23 INVOICES:** An original copy of the invoice shall be submitted for each purchase and shall show the purchase order number or contract number and shall contain full descriptive information of item(s) or service(s) furnished. All invoices must be received within one year after goods or services have been provided or invoices will be considered delinquent. The City of Springfield reserves the right to refuse payment of delinquent invoices unless prior arrangements have been made.
- 1.24 DISCOUNTS:** Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).
- 1.25 DESCRIPTIVE INFORMATION:** All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.
- 1.26 DEVIATIONS TO SPECIFICATIONS AND REQUIREMENTS:** When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any Bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the Bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the Bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.
- 1.27 SAMPLES (IF REQUIRED):** For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.
- 1.27.1** The samples submitted by Bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- 1.27.2** Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for samples not removed by the Bidder within thirty (30) calendar days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

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

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

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

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

1.30 TAX-EXEMPT: The City of Springfield, Missouri is exempt from payment of the Missouri Sales Tax, Missouri Tax ID Number 12493651 in accordance with Section 39 (10), Article 3, of the Missouri Constitution.

1.31 BASIS OF AWARD:

1.31.1 Only firm Bids shall be considered.

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

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

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

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

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

1.32 EVALUATION OF BIDS:

1.32.1 When evaluating submitted bids, the City may review, without limitation, the following: (1) the prior work experience of the bidder; (2) financial statements; (3) the qualifications of submitted sub-contractors, suppliers, and manufacturers to be used in the work; (4) data on the materials and equipment to be incorporated or used in the work; and (5) any

other evaluation criteria which may be stipulated in the IFB. Proposed time of completion of the work or delivery of goods will also be considered in the evaluation of bid responses.

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

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

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

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

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

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

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

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

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

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

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

1.38 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such

Act, hereby notifies all Bidders that the City affirmatively ensure that in any contract entered into pursuant to this solicitation that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

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

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

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

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

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

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

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

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

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

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

1.46 LOCAL VENDOR PREFERENCE:

- 1.46.1** Commodities (when applicable) - A commodity shall be defined as a non-specialized, non-customized mass produced good. In the event two or more Bids to supply a commodity are equal in all evaluation criteria, including cost, such Bids shall be awarded first to the Bidder with offices within Springfield city limits, next to Bidders within Greene County, next to Bidders located in the adjacent counties, then next to other Missouri Bidders. If a tie Bid situation still exists after the application of these criteria, then the Bid shall be awarded by drawing lots or a flip of a coin. The City may also, unless the terms, conditions, and specifications of the solicitation state to the contrary, elect to divide the contract award between two or more Bidders, if it deems such action to be in its best interests, in the exercise of its sole discretion.
- 1.46.2** Non-commodities (when applicable) - For procurements of non-commodities the City should take into account factors such as impact on the local economy, time of delivery, maintenance, other pertinent costs, and recommend firms with offices in the Springfield Metropolitan Statistical Area (SMSA) when their Bids are substantially equal in cost, specifications, conditions, and Bidder's qualifications. A Bid shall be substantially equal in cost if the differential for total cost is two percent (2%) or less.

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

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

2.0 SPECIFIC REQUIREMENTS OF BID:**2.1 RENEWAL OPTION:**

- 2.1.1** The City reserves the right to renew this contract for three (3) 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 BONDS: Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri, and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings.) **Bonds may be provided via an electronic format, if an electronic format is utilized, Surety2000 or SuretyWave shall be utilized for the provision of said bonds.**

2.2.1 PERFORMANCE BOND, AND A LABOR AND MATERIALS PAYMENT BOND: (Only required if a single project exceeds \$50,000.00) The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City. Each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. The date of the bonds shall be the same as the date of the City's execution of the contract. The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of Change Orders regardless of the amount of time or money involved. It shall be Contractors' responsibility to notify his surety of any changes affecting the general scope of the work or change in the Contract Price. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$50,000.00 must be listed in United States Treasury Circular 570

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

required if the awarded contractors' place of business does not reside in the City of Springfield city limits and is only delivering products or equipment.

- 2.4 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. The requirement for the provision of a Certificate of Insurance is conditional based upon whether or not services will be performed on City property. A Certificate of Insurance shall be required when services are performed on City property.
- 2.5 COMPLIANCE:** The following items shall be provided by Bidder to the City of Springfield Division of Purchases. To be considered complete and responsive, Bidder must submit all Pages identified with **"RETURN THIS PAGE"** of this IFB document as well as the specified number of copies. **Bidders are to submit all pages of this IFB identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your bid non-responsive.**

2.5.1 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
- Section 13.0-Certification of Compliance with Section 34.600 RSMo. (Anti-Discrimination Against Israel Act)
- Executed Addendum(s) (If Applicable)

2.5.2 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. The requirement for the provision of a Certificate of Insurance is conditional based upon whether or not services will be performed on City property. A COI shall be required when services are performed on City property. 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>
- The ten (10) hour on site OSHA construction safety training requirements are applicable for work completed under this Contract. Certificate of Completion must be provided for all of those performing work on said project
- Certification of Signature Authority Form
- 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). W-9 should be provided on the most current Federal Form.
- Vendor Information Form (new vendor only).

- 2.6 SAFETY TRAINING REQUIREMENT:** The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour OSHA construction safety training program required under Section 292.675, RSMo, unless they have previously completed the program and have documentation of having done so.

The Contractor will forfeit a penalty to the City of Springfield of \$2,500.00 plus an additional \$100.00 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo)

- 2.7 CONFLICT:** By submission of its response, the bidder certifies that they are in compliance with items 2.7.1 through 2.8.4.

- 2.7.1** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor/Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor/Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor/Consultant. City of Springfield Charter Sec. 19.16 also prohibits City board members from contracting with the department the board administrates or with the board he or she is a member of. Please be aware that you have a duty to disclose any member of your business that has a position on a City of Springfield board or commission, is a City Council Member, a City employee, or the spouse or dependent child of a City employee. Failure to do so may render the contract with the City of Springfield void and result in the board member or City Council member forfeiting his or her job with the City. Additionally, it may be a violation of state law. If you would like more information on this contact the City or review City Charter Section 19.16 and Section 105.452 RSMo.

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

2.8 DEBARMENT AND SUSPENSION STATUS:

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

- 2.9 PREVAILING WAGE: is applicable on public works construction projects valued at more than \$75,000.00, such as bridges, roads, building demolition and government buildings If applicable, Annual Wage Order No. 29 shall be in effect for this contractual term.** Any work that changes or increases the size, type, or extent of a public works facility will require that all wages paid be in compliance with the Prevailing Wage Laws of the State of Missouri, section 290.210 RSMo. Note: If questions arise whether the work is new installation or routine repair and maintenance, the City's decision shall prevail. The City will accept one MDOLIR Affidavit Compliance with The Prevailing Wage Law at the end of each job classified as new installation/prevailing wage law applicable. According to the Prevailing Wage Law, the following definition shall apply to this contract: Construction: Includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair or Major Repair: Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs."

- 2.9.1 What is the difference between major repair and maintenance?**

- 2.9.1.1** "Major repairs" are subject to the Prevailing Wage Law. Repairs done by overhaul or replacement of major constituent parts that have deteriorated are "major repairs." Any questions regarding major repairs should be addressed to the Division. If the size, type or extent of the existing facility is changed or increased, the work performed is subject to the Prevailing Wage Law. A maintenance project is **not** subject to the Prevailing Wage Law. Maintenance is recurrent, day-to-day, periodic or scheduled work unless it involves the overhaul or replacement of major constituent parts. If work involves the repair but not the major repair or replacement of existing facilities, and the size, type or extent of the existing facilities is not changed, it is maintenance.
- 2.9.1.2** All wages paid for work under this Contract shall comply with the requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., R.S. MO., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor, or by the U.S. Secretary of Labor in accordance with Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. The City of Springfield hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

Sections 2.10-2.12 are in accordance with RSMo 32.057.1

- 2.10 RETAINAGE:** For any new work where the prevailing wage applies, the City will withhold 5% retainage until final completion and acceptance by the City of the project unless it has been determined that the project will be paid as a "lump sum" in which case the 5% retainage will be waived. (EXCEPTION: For projects where no bond is required because the estimated contract or subcontract amount does not exceed \$50,000-10% retainage can still be withheld.) Buyer to identify applicable retainage amount depending upon estimated amount of contract or subcontract. If retainage is released and there are any remaining minor items to be completed an amount equal to one hundred and fifty percent of the value of each item as determined by the City or the City's duly authorized representative shall be withheld until such item or items are completed. All other requirements shall be adhered to.
- 2.11 VALUE OF REMAINING WORK:** If the City or its duly appointed representative(s) determines the work is not substantially completed and accepted, then the City or the City's representative shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen (14) calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the City, the City shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the public owner's representative shall be withheld until such items are completed (RSMo 34.057.1).
- 2.12 INVOICE-PAYMENT REQUIREMENTS:** Contractor shall provide certified copies of payroll with each invoice for jobs classified as new construction or major repair. All invoices must state whether work being performed is major or new construction. No less than the prevailing hourly rate of wages specified shall be paid to all workers employed by Contractor and any subcontractor under him. Contractor shall forfeit as a penalty to the City of Springfield, Missouri, one hundred (\$100.00) dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the said rate for work done. Final payment is contingent upon receipt by the City of an executed affidavit, attached hereto, stating that the Contractor has fully complied with the prevailing wage law. No final payment can be made unless and until this affidavit is filed in proper form and order.
- 2.13 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>

2.14 PRICING: All pricing shall remain firm and fixed for the contractual term.

2.15 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.

2.16 NON-RESIDENT/FOREIGN CONTRACTORS: The Contractor shall procure and maintain during the life of this Contract:

2.16.1 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

2.16.2 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.

2.17 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 SCOPE OF WORK: This work shall consist of soil densification to repair base and sub-base soils under flexible asphalt pavement, composite pavement, or concrete pavement, structures such as bridge approach sleeper slabs by furnishing and injecting polyurethane material beneath the pavement and beneath the base soils at locations and depths as shown on the plans or as directed by the engineer.

3.2 MATERIAL REQUIREMENTS:

- 3.2.1** The material used shall be URETEK 486 STAR or approved equivalent.
- 3.2.2** The material shall be a two-part, one-to-one ratio by volume, closed cell, hydro-insensitive, high density polyurethane system.
- 3.2.3** The material shall have a minimum free rise density of 4 lbs./cubic foot and a maximum free rise density of 6.5 lbs./cubic foot per ASTM D1622.
- 3.2.4** The material shall have a minimum compressive strength of 50 psi per ASTM D1621.
- 3.2.5** The material shall have a minimum tensile strength of 50 psi per ASTM D1623.
- 3.2.6** The material shall reach 90% compressive strength in 30 minutes such that traffic may be returned to roadway within 30 minutes after last injection of material.
- 3.2.7** The material shall be a polyurethane-forming mixture, having a water insoluble diluent, which permits the formation of polyurethanes in excess water with improved dimensional stability.
- 3.2.8** These characteristics must be certified by the manufacturer.

3.3 EQUIPMENT REQUIREMENTS: The Contractor shall provide at a minimum, the following equipment:

- 3.3.1** A truck-mounted pumping unit capable of injecting the high-density polyurethane material beneath the pavement through tubes to the depths required. The pumping unit shall be capable of controlling the rate of flow of material as required to densify soils and prevent pavement blowouts. The unit shall be equipped with a certified flow meter to measure flow of each component material separately to measure the amount of high-density polyurethane injected at each location. The certified flow meter shall have a digital output to show both pounds and gallons of each component material.
- 3.3.2** Pressure and temperature control devices capable of maintaining proper temperature and proportionate mixing of the polyurethane component materials.
- 3.3.3** Pneumatic or electric drills capable of efficiently drilling 5/8" to 2" diameter injection holes through the pavement without damaging the structural integrity of the existing pavement.
- 3.3.4** Laser levels or dial indicator devices capable of monitoring movement at the surface of the pavement to verify that the injected base and sub-base soils have been properly densified.
- 3.3.5** A portable dynamic cone penetrometer for on-site soils investigation to assist in location of weak sub-base soils and determination of injection pattern through tubes to densify weak soils.
- 3.3.6** All necessary light towers, electric generators, compressors, heaters, hoses, containers, valves and gauges to efficiently conduct and control the work.

3.4 CONSTRUCTION REQUIREMENTS: The process stated below for increasing the bearing capacity of foundation soils for built structures is patented under Patent No. 6,634,831 B2 issued on 10/21/2003. The City is open to review any alternative method for achieving the same results.

- 3.4.1 The Contractor shall provide a pavement profile from laser level measurements of each area where the pavement structures require attention. Each profile shall be accepted by the engineer prior to performing the work at the project location. The Contractor shall provide a post injection pavement profile for each work area.
- 3.4.2 Dynamic cone penetrometer testing may be required as directed by the engineer on each project lane to confirm existing sub-grade soil conditions.
- 3.4.3 To perform a quality check on the ratio of Resin to Iso by volume (should be 1:1). Prior to performing the work each day, the Contractor shall reset flow meters on material pumping units to zero. Perform a test shot of material of a minimum of one (1) gallon total. Compare the digital output in gallons of Resin to the gallons of Iso to determine the injected ratio. If ratio is less than 0.95 or greater than 1.05, check system for problems, fix, and recheck ratio.
- 3.4.4 For soil densification and compaction of unconsolidated base soils, stabilization of asphalt, composite pavement, or concrete pavement a series of 5/8" – 2" holes (as required for tube placement) shall be drilled at approximately 4' spaced intervals through the pavement above the area requiring soil remediation. The polyurethane material shall then be injected through injection tubes inserted into the drilled holes to the proper depth or depths as required. The exact location, spacing, size of hole, and depth shall be selected by the contractor and approved by the engineer. The rate and amount of material injected shall be determined by the Contractor to obtain proper densification of the base and sub-base soils.
- 3.4.5 For under-sealing and leveling of faulted joints of concrete pavement, the polyurethane material shall be injected directly under the pavement at approximately 4' spaced intervals to fill voids and realign the pavement. One (1) row of injection tubes shall be inserted on the low side of the faulted joint to a depth of 3' to 4'. Material shall be injected into the sub-base to stiffen the support for the joint to mitigate faulting in the future. If the differential settlement cannot be completely corrected due to aggregate lock at the joint, at the discretion of the engineer, the joint shall be saw-cut and re-injected to level or smoothed level with diamond grinding.
- 3.4.6 For stabilization and/or lifting of pavement with a drainable base, injection tubes shall be placed approximately 24" below the bottom of the drainable base. Care shall be taken to minimize the travel of material into the drainable base. Occasional coring of base material may be required to confirm injection depth is sufficient to keep material out of drainable base. Injection of material will stabilize the sub-grade and then move the sub-base and base material up, compressing it against the bottom of the pavement, returning the pavement to near its original construction with an improved sub-grade.
- 3.4.7 Correction of a dip in concrete without differential faulting shall be accomplished by injecting the polymer through tubes inserted approximately 12" below the bottom of the base material. After the sub-grade is stabilized, lift the dip out of the pavement through continued injection of material below the base with the intent to return the pavement to its original construction with an improved sub-grade, rather than sandwiching the polymer between the concrete and the base.
- 3.4.8 Bridge approach slabs that have sleeper support slabs shall have all drill holes fully sleeved by tubes inserted into the base soils a minimum of 2' below the bottom of the sleeper slab to prevent any injection of material between the sleeper slab and the pavement. To sufficiently stabilize the sleeper slab, injection tubes shall also be inserted to a second elevation approximately 10' below the pavement surface. Material shall be injected in each tube until the soils are stabilized as evident when movement of the pavement is detected. After the soil is stabilized beneath the sleeper slab, injection may be continued to lift the sleeper slab and pavement to original grade. Based upon the DCP tests, additional levels of injections may be required to provide adequate stabilization. Stabilization of the soils will provide proper support for the heavy sleeper slab to mitigate any future movement. If there is any concern over loss of soil beneath the abutment wall, a row of injection tubes shall be inserted to the proper depth and material injected to stabilize the soils and close off any pathways for water to travel, carrying soils out from under the abutment wall.

- 3.4.9** If any edge drains are present, injections within 4' of the edge of the pavement (beginning of the edge drain), must be located a minimum of 18" below the bottom of the edge drain.
- 3.4.10** Prior to replacement of short sections of concrete or asphalt (punch-outs) where base and sub-base are suspected to be part of the cause of the pavement failure, injections shall be done to stabilize the base and sub-base to eliminate the need for costly and time-consuming cutout, removal, and replacement of base and sub-base. Injection tubes shall be sufficiently greased to facilitate simple removal of the existing pavement without pulling the tubes out with the pavement. This will prevent the disturbance of the newly stabilized base/sub-base. After removal of the pavement, the tubes shall be cut off at the top of the base material.
- 3.4.11** Continuous laser level or dial indicator micrometer readings shall be in place and monitored by the Contractor during injection to determine sufficient material usage and soils densification as indicated by pavement movement of 1mm.
- 3.4.12** The Contractor will be responsible for any pavement blowouts, excessive pavement lifting or pavement damage that may occur as a result of the Contractor's work. The Contractor shall repair any subject areas to the satisfaction of the engineer at the Contractor's expense.
- 3.4.13** The City shall provide for required Traffic Control and Safe Work Zone.

3.5 TESTING REQUIREMENTS:

- 3.5.1** Barrel Test – Contractor shall submit with their bid, test data to demonstrate that the material he/she intends to provide has passed the water barrel test in accordance with the attached test procedure. Additionally, at the request of the engineer, the Contractor shall successfully demonstrate the barrel test in the field.
- 3.5.2** Panel Test – Contractor shall submit with their bid, test data to demonstrate that the material he/she intends to provide has passed the water panel test in accordance with the attached test procedure. Additionally, at the request of the engineer, the Contractor shall successfully demonstrate the panel test in the field.
- 3.5.3** Dynamic Cone Penetrometer (DCP) Testing – At the request of the engineer and paid for by the City, the Contractor shall provide pre-injection and post-injection DCP testing in various locations as determined by the engineer.
- 3.6 BASIS OF PAYMENT:** Payment shall be paid by the pounds of polyurethane material used as displayed by the certified flow meter at the contract unit price.
- 3.7 STANDARD COMPLETION TIME:** The City desires that the Contractor's standard completion time for each project be within 35 calendar days (5 weeks) after receipt of Purchase Order/Notice to Proceed, unless otherwise notified by the City of Springfield Representative.
- 3.8 MOBILIZATION:** The Contractor shall specify on the Bid Proposal (pricing) their mobilization fee for emergency orders that require a project to be completed within 28 calendar days (4 weeks) after receipt of Purchase Order/Notice to Proceed.
- 3.9 WARRANTY:** A two-year bumper-to-bumper warranty against movement of more than ¼" of the pavement. In the event that movement of more than ¼" in the injected areas occurs, Contractor shall return to inject the affected area to lift to proper grade at no cost to the City. One exception to warranty – if the DCP tests reveal deeper problems and the City does not authorize payment to address these issues, warranty will not be valid.

4.0 PRICING:

SUBMITTED BY: URETEK USA, Inc.
 Company Name

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

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
4.1	12,000 lbs.	Soil and Pavement Stabilization using URETEK material or equivalent. Price should include labor and equipment. Material: <u>URETEK 486 STAR polyurethane material</u> Completion Time: <u>60</u> calendar days after receipt of Purchase Order/Notice to Proceed. Shall warranty the above equipment for parts, labor, and travel for <u>2 years</u> .	<u>\$ 6.95</u> per pound of polyurethane material used	<u>\$ 83,400</u>
4.2	Mobilization Fee – Emergency Order: Project must be completed within 28 calendar days (4 weeks) after receipt of Purchase Order/Notice to Proceed.		<u>\$ 5,000</u> Lump Sum	

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

4.4 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 1.31? Yes No

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

4.6 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 N/A % N/A Days, Net N/A Days



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 _____, (type of entity) 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 **SOIL & PAVEMENT STABILIZATION** hereafter described in **Invitation for Bid #017-2023** 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 Contractor.
2. That a copy of the Contractor's signed Bid is attached. The Contractor's Bid and the City's **Invitation for Bid #017-2023** 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. 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 Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
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. 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

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

A. Bid Deposits (Bonds) Requirements:

Bid Deposit Not Required

Bid Deposit Required as stipulated in the "IFB".

Bid Deposit Requirements:

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

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

B. Performance, Labor and Material Payment Bonds Requirements:

Performance, Labor and Material Payment Bonds Not Required

Performance, Labor and Material Payment Bonds Required as stipulated Section 2.2.1 in the "Invitation to Bid".

Performance, Labor and Material Payment Bonds Requirements:

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

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

- 6.3 MATERIAL AVAILABILITY:** Bidders shall accept responsibility for verification of material availability, production schedules, and any other pertinent data prior to submission of a bid and delivery time. It is the responsibility of the bidder to notify the City immediately if materials specified in their bid are discontinued, replaced, or not available for any period of time that may affect the performance of this Contract.
- 6.4 QUALITY GUARANTEE:** All customary guarantees for workmanship, quality, and performance specific by the Manufacturer for any or all items shall apply to the items offered under this Bid. If any product delivered does not meet applicable specifications or if the product will not produce the effect that the Bidder represents to the City, the Bidder shall pick up the product from the City at no expense. Also, the Bidder shall refund to the City any money which has been paid for same. The Bidder will be responsible for attorney fees in the event the Bidder defaults and court action is required.
- 6.5 GENERAL CONTRACTUAL REQUIREMENTS:**
- 6.5.1 CONTRACTUAL DEFINITIONS** The following definitions shall apply to this "Standard Terms and Conditions:"
- A. "City" or "Owner" shall refer to: City of Springfield, Missouri, and their authorized representatives.
 - B. "Contractor" shall refer to the corporation, company, partnership, firm, or individual, named and designated in the Contract agreement and who has entered into this Contract for the performance of the work or to furnish the goods, services, or construction covered thereby at an agreed upon price, and their duly authorized agents or other legal representatives.
 - C. The "specifications" includes, but is not limited to: Instruction to Bidders, Specific Requirements of the Bid, the Standard Terms and Conditions, the Definitions and the Technical Specifications of the work as described in the IFB.
 - D. A "sub-contractor" is a person, firm or corporation supplying labor or materials, or only labor for work at the site of the project for, and under separate Contract or agreement with the Contractor.
 - E. The term "sample" as used herein includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the specifications and any other samples as may be required by the City to determine whether the kind, quality, construction, workmanship, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the Contract documents. Samples approved by the City shall establish the kind, quality, and other required characteristics, and all work shall be in accordance with the approved samples. Samples, when requested, shall be supplied at no cost to the City.
 - F. The term "estimated" represents quantities estimated for the period of time stated. Purchase orders shall be placed for actual requirements as needed.
- 6.6 PURCHASE ORDERS:** The City shall not pay or otherwise be obligated to pay for articles or services furnished without a purchase order being issued unless otherwise set forth in the Bid Documents or as allowed by the City.
- 6.7 CONTRACT TERMS:** The performance of this Contract shall be governed solely by the terms and conditions as set forth in this Contract and any specifications or Bid documents incorporated therein. No language contained on any invoice, shipping order, bill of lading or other document furnished by the Contractor at any time and which may be accepted by the City, or any terms or conditions contained in such document shall be binding on the City. Contractor and City expressly agree that any different or additional terms, other than those herein contained, in Contractor's acceptance are invalid and are not to be considered part of this Contract.
- 6.8 PACKAGING:** The City shall not be liable for any charges for drayage, packing, cartage, boxing, crating or storage in excess of the purchase price of this order unless stated otherwise herein. It is the parties' intent that prices bid by the bidder shall be inclusive.
- 6.9 INSPECTION AND ACCEPTANCE:** No material received by the City shall be deemed accepted by the City until the City has provided written notice of acceptance. All material which is discovered to be defective or which does not conform to any warranty of the Contractor or the Contract, upon initial inspection, or at any later time shall be returned at the Contractor's expense for full credit or replacement. No goods returned as defective shall be replaced without City's written authorization. Such return shall in no way affect City's discount privileges. Such right to return, offered to the City arising from the City's receipt of defective goods, shall not exclude any other legal, equitable or contractual remedies the City may have, therefore.

- 6.10 GENERAL GUARANTY AND WARRANTY:** The Contractor warrants that all materials, fixtures, and equipment furnished by the Contractor and their sub-contractors shall be new, of good quality, and of good title, and that the work will be done in a neat and workmanlike manner. The Contractor also guarantees the workmanship and materials for a period of one year from the date of final acceptance of all the work required by the Contract. Furthermore, Contractor shall furnish the City with all manufacturers' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract.
- 6.11 PATENTS:** Contractor warrants that the articles described herein and the sale or use of them will not infringe upon any U.S. or foreign patent and Contractor covenants that they will at their own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Contractor agrees to pay all cost, damages, and profits recoverable in any such suit.
- 6.12 QUANTITIES:** City assumes no obligation for articles or materials shipped in excess of the quantity ordered hereunder. Any unauthorized quantity is subject to City's rejection and return at Contractor's expense.
- 6.13 ACTS OF GOD:** Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
- 6.14 BANKRUPTCY OR INSOLVENCY:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Contractor, or in the event of breach of any of the terms hereof including the warranties of the Contractor, City may cancel this Contract or affirm the Contract and hold Contractor responsible in damages.
- 6.15 COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all federal, state, or local laws, ordinances, rules, regulations, and administrative orders, including but not limited to Wage, Labor, Unauthorized Aliens, EEO and OSHA-type requirements which are applicable to Contractor's performance under this Contract. Contractor shall indemnify and hold the City harmless on account of any violations thereof relating to Contractor's performance under this Contract, including imposition of fines and penalties which result from the violation of such laws.
- 6.16 TIME OF DELIVERY:** All materials ordered shall be delivered when specified. Time is therefore of the essence. If deliveries are not made at the time agreed upon, City reserves the right to cancel or to purchase elsewhere and hold Contractor accountable for any damages or costs sustained as a result thereof.
- 6.17 INTERPRETATION OF CONTRACT:** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
- 6.18 INVOICES:** An original copy of the invoice shall be submitted for each purchase and shall show the purchase order number or Contract number and shall contain full descriptive information of items or services furnished. All invoices must be received within one year after goods or services have been provided otherwise invoices shall be considered delinquent. Delinquent invoices shall not be paid by the City unless prior arrangements have been made in writing.
- 6.19 NOTICE AND SERVICE THEREOF:** Any notice to any Contractor from the City relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail or e-mail, to the said Contractor at their last given physical or e-mail address or delivered in person to said Contractor or his authorized representative.
- 6.20 PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
- 6.21 TERMINATION OF CONTRACT:**

- A. **For Breach:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract. The City may terminate this Contract immediately for breach of Contract, should the Contractor fail to perform in accordance with the terms and conditions of this Contract. In the event of any termination of Contract by the Contractor, the City may purchase such supplies and services similar to those so terminated, and for the duration of the Contract period the Contractor shall be liable and shall pay for all costs in excess of the established Contract pricing.
- 1) **Attorney Fees:** In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.
- B. **For Convenience:** The City shall have the right at any time by written notice to Contractor to terminate and cancel this Contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the Contract by the Contractor.

6.22 INDEMNITY AND HOLD HARMLESS:

- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.
- B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Contract to Contractor.
- C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
- D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents, and employees, for which indemnification is sought.
- E. The indemnification obligations herein shall not negate, abridge, or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents, and employees, which are otherwise available under statute, or in law or equity.
- F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its Contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.
- G. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees, or costs, including costs of defense, which are charged or assessed by any Federal, state, or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

6.23 SUB-CONTRACTS:

- A. The Contractor shall not execute an agreement with any sub-contractor to perform any work until the City has provided written consent of the use of such sub-contractor.
- B. The Contractor shall be fully responsible to the City for the acts and omissions of any sub-contractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by them.

- C. The Contractor shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the provisions of the Contract.
- D. Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

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

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

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

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

- A. The Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and Contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
- B. The Contract shall consist of a **YEARLY CONTRACT** and a copy of the Contractors' signed Bid attached and that the same, in all particulars, becomes the agreement and Contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractors' Bid. Items not awarded, if any, have been deleted.
- C. The Contract shall consist of a **ONE-TIME CONTRACT** and a copy of the Contractors' signed Bid attached and that the same, in all particulars, becomes the agreement and Contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said Bid documents, and that the parties are bound thereby and the compensation to be paid the Contractor is as set forth in the Contractors' Bid. Items not awarded, if any, have been deleted.
- D. Copy of the Contract.
 - 1) City will furnish a copy of the Contract Documents to the successful Bidder who shall execute (sign and date) said Contract document, and provide items stated on the Notice of Recommendation for Award which may include, but not limited to: Required insurance as evidenced by a Certificate of Insurance, City of Springfield Business License and surety bonds properly executed.
 - 2) The successful Bidders' executed copy shall be delivered to Owner within ten (10) days after the date of Notice of Recommendation for Award.
 - 3) City will execute the Contract, insert the date of applicable signature at the beginning of the Contract, and return an executed copy to Contractor.

6.28 FINAL PAYMENT: Final payment shall be in a lump sum after Contractor has performed, to the City's satisfaction, all duties imposed upon them/her by the Contract documents. Contractor shall allow thirty (30) days minimum for payment sum (unless otherwise specified in the bid documents). Additional payment provisions for construction projects are detailed in number **6.55** below.

6.29 NON-DISCRIMINATION IN EMPLOYMENT: In connection with the furnishing of supplies or performance of work under this Contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State Laws, and further agrees to insert the foregoing provision in all

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

- A. This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.
- B. This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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

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

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

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

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

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

6.36 MODIFICATION OF CONTRACT: The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of an amendment to the Contract, mutually agreed to by the

City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work, products, or services to be incorporated by a modification to the Scope of Work and the Contract.

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

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

6.39 CONTRACTOR'S PERSONNEL:

- A. The Contractor represents that Contractor will secure at Contractor's own expense; all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.
- B. The Contractor represents, in accordance with RSMo statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

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

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

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

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

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

- 6.45 **CONFIDENTIALITY OF DOCUMENTS**: Any reports, data, design, or similar information given to or prepared or assembled by the Contractor under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.
- 6.46 **WAIVER**: No provision of the Contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of Contract.
- 6.47 **ENTIRE CONTRACT**: This Contract, including the terms and conditions contained or referenced herein, constitutes the entire Contract between the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto.

7.0 INSURANCE REQUIREMENTS: The requirement for the provision of a Certificate of Insurance is conditional based upon whether or not services will be rendered on City property.

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

The certificate(s) of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured. Such notices shall be sent via email to purchasingquotes@springfieldmo.gov, faxed to 417-864-1927, or mailed to:

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

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

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



Company ID Number: 181310

Approved by:

Employer Uretek USA, Inc.	
Name (Please Type or Print) Ed S Bock	Title
Signature Electronically Signed	Date 01/15/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/15/2009



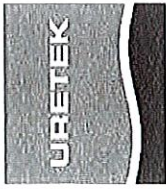
Company ID Number: 181310

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Uretek USA, Inc.
Company Facility Address	13900 Humble Rd. Tomball, TX 77377
Company Alternate Address	P O Box 1929 Tomball, TX 77377
County or Parish	HARRIS
Employer Identification Number	421329866 <small>Type text here</small>
North American Industry Classification Systems Code	238
Parent Company	Uretek USA, Inc.
Number of Employees	20 to 99
Number of Sites Verified for	5

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 with bid. To be considered for award, bidder shall have been in business for a minimum of three (3) years.

How many years has your firm been in business?	Years: 33
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.)	
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: <u>Please see attached sheet</u>	
Address: _____ _____ _____	
Contact Person: _____ Title: _____ Telephone No: _____	
<u>Description of Work/Services Performed:</u>	
Contract Amount: \$ _____	Completion Date: _____ Type text here
<u>Prior Work/Services Performed for:</u>	
Municipality/Company Name: _____	
Address: _____ _____ _____	
Contact Person: _____ Title: _____ Telephone No: _____	
<u>Description of Services Performed:</u>	
Contract Amount: \$ _____	Completion Date: _____



REFERENCE LIST

<u>URETEK Project Number</u>	<u>Client</u>	<u>Contact Name</u>	<u>Contact Number</u>
22MS13041	MDOT - District 3	Brad Cupit	662-746-2513
22MS13038	MDOT - District 6	Dean Moody	228-326-9129
22GA13033	GDOT - District 6	Adrian Harris	404-710-5360
22GA13031	GDOT - District 6	Adrian Harris	404-710-5360
22MS13019	MDOT - District 6	Dean Moody	228-326-9129
22GA13022	GDOT - District 5	Mark Shuman	912-530-4432
22GA13016	GDOT - District 6	Adrian Harris	404-710-9210
22GA13014	City of St Marys, GA	Bobby Marr	912-464-9652
22MS13008	MDOT - District 3	Brad Cupit	662-746-2513
21GA13036	GDOT - District 7	Kelvin Wilson	770-986-1246
21MS13060	MDOT - District 2	Brian Childs	662-563-4541
21MS13053	Mallette Brothers Construction	Garry Matthews	228-219-6048
21MS13052	Mallette Brothers Construction	Garry Matthews	228-219-6048
21GA13054	GDOT - District 6	Adrian Harris	404-721-5360
21GA13036	GDOT - District 7	Kelvin Wilson	770-986-1246
21GA13044	GDOT - District 6	Adrian Harris	404-710-9210
21GA13036	GDOT - District 7	Kelvin Wilson	770-986-1246
21GA13037	GDOT - District 3	Brian Johnston	770-550-1990
21MS13002	MDOT - District 3	Brad Cupit	662-746-2513
21LA84006	LADOTD - District 61	Curt Bridges	985-517-1292

10.0 AFFIDAVIT OF COMPLIANCE

To be submitted with vendor's Bid

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

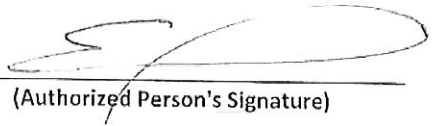
We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows:

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

Company Name: URETEK USA, Inc.

Telephone Number: 281-351-7800

By: 
(Authorized Person's Signature)

Fax Number: 281-351-0884

Edward Hibbard, President
(Print or type name and title of signer)

Email: ehibbard@uretekusa.com

PO Box 1929
(Company Street/P.O. Box Address)

Federal Tax ID No.: 42-1329866

Tomball, TX 77377
(City, State, Zip Code)

Date: 10/27/2022

DBE Vendor (Yes/No): No

Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

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.

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

Vendor certifies that (check all that apply):

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

-
- 3. A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
 - 4. A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
 - 5. A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

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

Vendor Certification:

I certify the information above is true and accurate.

Edward Hibbard

By: 

Title: President

Company: URETEK USA, Inc.

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

12.0 BIDDER STATEMENT OF QUALIFICATIONS

1. Name and Address of Firm: URETEK USA, Inc.
13900 Humble Rd., Tomball, TX 77375
 Street Address City State Zip Code

2. Federal ID No. 42-1329866

3. Area Code and Telephone Number. 281-351-7800

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 name and location.

N/A

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 the certain goods or services identified in this IFB under your present firm name or tradename? 33 years

6. General character of work or provision of performed by you. Deep injection polymer for soil stabilization and pavement lifting.

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

No

8. Have you ever defaulted on a contract? If so, where and why? No

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.

Currently URETEK was brought into a dispute between a City and a County regarding a road where previous work was done.
The dispute does not involve the actual work provided by URETEK and we expect to be dropped from the dispute.

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. The Project Manager will make the final decision regarding contractor qualification at his discretion. Providing false or misleading information will likely result in the rejection of the bid proposal.


13.0 CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMO., ET SEQ.

Effective August 28, 2020

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

I am Edward Hibbard (name), and am the President (title) of URETEK USA, Inc. (company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

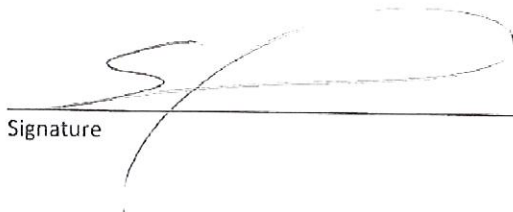
[initial one]

 I hereby certify that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with the terms and conditions set forth in 34.600 RSMo., et.seq.

Or:

 . The business employs less than 10 employees.

URETEK USA, Inc.
Company Name (List Official Name of Business Entity)


Signature

Edward Hibbard
Print Name and Title

14.0

OSHA Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.

For Any Public Works Project Contract

Effective August 28, 2009

STATE OF Texas)

) ss.

COUNTY OF Harris)

Before me, the undersigned Notary Public, in and for the County of Harris,

State of Texas, personally appeared Edward Hibbard (Name)

who is President (Title) of URETEK USA, Inc.

(Name of company),(a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company has verified the completion of a 10-hour OSHA construction safety program with respect to the employees working in connection with the contracted services.

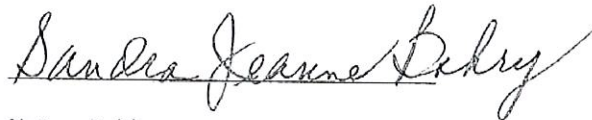
The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

Signature 

Name: Edward Hibbard, President

Subscribed and sworn to before me this 27th day of October, 2022.




Notary Public

My commission expires: 2/21/2026

15.0 CERTIFICATION OF SIGNATURE AUTHORITY

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

[initial]

_____. I hereby certify that the signature on the contract document has the authority to sign contracts on behalf of the company and to legally bind the company in the execution of said contract documents.

Company Name (List Official Name of Business Entity)

Title

Print Name

Signature

Sample

16.0 STATEMENT OF "NO BID":

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

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR IFB #017-2023 FOR SOIL & PAVEMENT STABILIZATION 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).

Sample

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

Section 039
GREENE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 10, 2022**

Last Date Objections May Be Filed: **April 11, 2022**

Prepared by Missouri Department of Labor and Industrial Relations