



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

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REQUEST FOR PROPOSAL (RFP) #047-2019

The City of Springfield will accept delivered proposals from qualified persons or firms interested in providing the following:

DEVELOPMENT OF THE CITY'S COMPREHENSIVE (MASTER) PLAN
IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES

PROPOSALS MUST BE MAILED OR DELIVERED TO DIVISION OF PURCHASES PRIOR TO THE CLOSING DATE OF MONDAY, JANUARY 7th, 2019 AT 3:00 P.M. CST.

The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals and to waive minor irregularities in the procedure

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

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

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

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

Missouri Charter Number or Exemption Number

**LEGAL NOTICE:
REQUEST FOR PROPOSAL #047-2019**

The City of Springfield will accept physically delivered sealed proposals from firms/providers interested in providing the following:
Development of the City's Comprehensive (Master) Plan.

Proposals must be received in the Division of Purchases by 3:00 P.M. CST, on Monday, January 7, 2019. Proposals will be read aloud publicly in the Division of Purchases Conference Room located at 218 E. Central, Springfield, MO 65802, at the specified RFP closing date and time. Only the name of the Offerors that submitted Proposals will be read aloud.

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

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 Offeror reciting compliance is not sufficient.

Previous Master Plan Vision 20/20 can be found at the following link:
<https://www.springfieldmo.gov/850/Document-Library>

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Previous Master Plan Vision 20/20 can be found at the following link:

<https://www.springfieldmo.gov/850/Document-Library>

PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

The City of Springfield Planning and Development Department is seeking professional consulting firms to submit proposals outlining their qualifications and approach towards the development and reorganization of the City's *Comprehensive (Master) Plan*.

The *Comprehensive Plan* is intended to include the study and analysis of numerous elements of influence and shall be prepared in accordance with direction and guidance from the City's Charter. The *Plan* is a compilation of new policy and guidance that accounts for the changing dynamics of the City and region, as well as existing policies that remain relevant and should be reaffirmed. The result of this effort will be an updated, long-range vision and plan for the City to be implemented over the next twenty (20) years that will help inform and guide a variety of recommendations and assure Springfield citizens that decisions made are credible and not arbitrary.

The City of Springfield recognizes the *Comprehensive Plan*, and the process to complete it, is a significant undertaking and is vital to the City's future development and to ensure a high quality of life for its citizens. The City is committing considerable funding and resources to ensure it is completed in the most efficient and thorough manner possible and through that commitment, strongly desires to contract with the most talented and innovative team of consultants available.

1.1 Description of Operations or Background:

The City of Springfield is located in the Ozarks region of southwest Missouri. Springfield is the county seat of Greene County and covers approximately 83 square miles. With a population of 168,612, Springfield is the third largest city in Missouri and the largest municipality in the Springfield MSA. Springfield's population has grown a modest 11.23% since 2000, while the Springfield MSA has grown 25.0%. The City's daytime population swells with a 47% increase, as the area's major employment center and regional provider of medical care. In addition, the City is a major hub for higher education with four (4) universities and five (5) area colleges. Springfield is also the corporate home to O'Reilly Automotive and Bass Pro Shops /Cabela's, as well as Johnny Morris' Wonders of Wildlife National Museum and Aquarium. Wonders of Wildlife, which hosted 1.6 million visitors in its first year, was voted "America's Number One Best New Attraction" and "the largest, most immersive fish and wildlife museum attraction in the world" by USA TODAY.

Springfield hosts a national airport connecting to 13 major continental destinations, is the home of the Double AA Springfield Cardinals, and lays claim to being the birthplace of Historic Route 66. The City is widely connected to the outdoors with 3,200 acres of park space at 104 different sites, in addition to a network of over 100 miles of recreational trails and greenways connecting community parks, neighborhoods, and adjoining communities to one another. Traditional in form, Springfield has both an urban feel with mixed-use downtown business districts, strong neighborhoods with distinctive identities, in addition to suburban development in neighborhoods and commercial corridors that radiate outward from the center of the city.

The existing *Comprehensive Plan, Vision 20/20*, was adopted in phases between 1998 and 2001 and was a major milestone in the City's rich history of urban planning and growth management. The development of *Vision 20/20* included a strong commitment to citizen engagement, which involved nearly 500 meetings over the course of 18 months. *Vision 20/20* is a traditional land-based plan, with 14 contributing elements. While it is still used as the predominate resource and guiding instrument in the decision-making process for all development proposals, it is quickly reaching the end of its horizon and has limitations with respect to its relevancy. *Vision 20/20* serves as a benchmark in the area of community engagement and sets the bar for the development of a new *Comprehensive Plan*.

The City of Springfield is responsible for regulating and managing land development and transportation planning of the local street system within the city limits. The Ozarks Transportation Organization (OTO) serves as the Metropolitan Planning Organization and as the regional transportation planning agency for the state and federal system.

The City's Planning and Development Department - Planning and Neighborhoods Team will serve as the primary contact charged with administering the development of the *Comprehensive Plan* and is committed to be an integral part of the process. The City would like to pair strengths from within our organization and maximize those of the selected consultant. The extent of City staff's participation will be further explored upon completion of the RFP process.

1.2 Projected Budget Estimate: \$550,000.00

2.0 **SCOPE OF SERVICES:**

While the inclusion of innovative tools and methods are encouraged, consultants should ensure the proposal is based on a solid foundation of research, analysis, and substantial public input. The following requirements (Parts A, B and C) outline the criteria the City expects each prospective firm to address in their proposal.

Part A. Qualifications

The consultant should highlight and illustrate their experience and history of managing the development of a comprehensive plan. Address the following when preparing the RFP submittal:

- 1) The consultant's relevant knowledge, experience, and familiarity with developing comprehensive plans, of comparable size and scope, in which the firm was the principal consultant.
- 2) Enumerate the consultant's capacity to provide technical services in the areas of urban planning, engineering, economic analysis, landscape architecture, urban design, and GIS.
- 3) Provide a roster and accompanying resumes of key personnel who will play an integral role in working with the City to develop the *Plan*.
- 4) References of potential partnering firms and ancillary consultants, including local affiliates anticipated to be part of the development and delivery of the *Plan*.

Part B. Process and methodology

The consultant should illustrate how they would orchestrate the process of developing a comprehensive plan. Address the following when preparing the RFP submittal:

- 1) The consultant's projected timeline and schedule of targeted milestones for completion of the *Plan*.
- 2) The consultant's philosophy and approach to working with a wide range of stakeholder groups and citizens to develop a community vision.
- 3) The consultant's experience and familiarity with national trends and challenges that cities like Springfield should be preparing and planning for.
- 4) The consultant's approach to marketing, promotion, and increasing community enthusiasm for the development of the *Plan*.
- 5) The consultant's experience and use of innovative methods to generate public participation, specifically the approach aimed at engaging demographic groups that might not otherwise participate via traditional methods.
- 6) The consultant's approach to completing an inventory of current conditions and community characteristics, as well as the development of a community profile that includes a complete analysis and forecast of demographic and population trends affecting the City's current city limits, Urban Service Area, and the MSA.
- 7) The consultant's approach to completing a review of the City's growth management and land development procedures and policies, including an analysis of available real estate development opportunities by use group, in addition to studying transportation, parks, utilities, and related infrastructure that have a significant relationship to the physical development of the City.
- 8) Review and identify potential issues with the City's growth management policies and annexation agreements with adjoining jurisdictions, in preparation of making recommendations on how the same is anticipated to impact the City's Urban Service Area, Urban Reserve and growth potential.

Part C. Final Plan Development and Graphic Design

The consultant should illustrate how they would approach the development of a modern plan that is accessible and available to a wide range of users. Address each of the following when preparing the RFP submittal:

- 1) Editing and writing the final *Plan* document, specifically focusing on accurately and clearly documenting the public input process and the community's population and demographic profile.
- 2) Editing and writing the narratives for each element. Each element narrative shall clearly illustrate the application and policy guidance, supported by findings from studies and surveys, best practices, and/or successful application in other relatable jurisdictions.
- 3) Designing the final *Plan* document, including development of the format and layout, as well as production of high-quality illustrations and graphics. The Consultant should anticipate developing and transferring to the City a web-based version that is user-friendly and accessible from a variety of multi-media devices, with cross-referencing functionality and executive summaries.
- 4) In an effort to reduce excessive written content, the consultant is encouraged to propose new and innovative methods, through a variety of mediums, formats and tools, while still conveying all of the required *Plan* components and intended message.

Part D. Elements and Areas of Study

While the City is open to an innovative organizational structure; and in recognition that the final suite of elements to be included in the *Plan* has yet to be determined, the following list shall serve as a foundation to study.

- 1) Capital Improvements – The *Plan* should provide guidance on bridging the comprehensive planning and funding for public infrastructure and facilities development with those of managing an annual Capital Improvements Program.
- 2) Character and Community Image – The *Plan* should incorporate strategies that target improving the physical image and impression citizens and visitors have of the city.
- 3) Culture – The planning process should seek to identify cultural issues that divide and impair the city's urban evolution including, but not limited to, the division between north / south Springfield, public transit, walkability, density, and mixed-use development.
- 4) Economic Development – The *Plan* should include the review and study of local, state and regional factors that influence the future development and redevelopment opportunities in Springfield. Consider recent planning studies and strategies and how recommendations included in those studies can be incorporated into the *Plan*.
- 5) Growth Management – The planning process should include the evaluation of current land development codes, policies, and practices in addition to alternatives to identify the most efficient, sustainable, and preferred scenario(s) to accommodate the anticipated growth, expansion of services, and resources, in addition to the community character and economic vitality desired.
- 6) Historic Preservation – The planning process should include the review and incorporation of efforts undertaken by the City's Landmarks Board to increase awareness and preservation of historically sensitive properties.
- 7) Housing – The planning process should study and integrate data from a housing market analysis to forecast anticipated housing needs (by type, density and affordability) based on local, regional, and national trends. This component should also strive to identify underserved markets throughout the City and Urban Service Area, as well as incorporating recommendations from the Consolidated Plan, as the same applies to affordable housing.
- 8) Land use plan – The planning process should include an evaluation of the City's development processes and identify strategies and recommended changes to align the same with the preferred growth management scenario(s). This section should also provide guidance on a balanced expansion of development opportunities throughout the City that

support a more sustainable use of existing infrastructure and support development indicative of an urban community. The development of a future Land Use Map should accompany this important area of study.

- 9) Infrastructure – The planning process should include a review of existing plans and policies related to a wide range of public infrastructure systems. The *Plan* should recommend changes and expansion of infrastructure systems to better facilitate the overall community vision and support integration of each into future land use decisions and policy recommendations.
 - a. Airport
 - b. Art Museum
 - c. City Utilities (gas, water, electric and transit)
 - d. Environmental systems (storm water, sanitary sewer and solid waste)
 - e. Municipal buildings, grounds, and facilities
 - f. Parks, open space and greenways
 - g. Transportation and public transit
- 10) Neighborhoods – The *Plan* should incorporate the goals and recommendations from various neighborhood, corridor, and district plans, as well as provide policy guidance on the stabilization or improvement of existing neighborhoods and the creation of new, diverse, and sustainable neighborhoods.
- 11) Public Health – The *Plan* should incorporate recommendations from the Comprehensive Health Improvement Plan (CHIP). Ensure that policies further the integration of a culture of health, walkability, equity, and sustainability into the built environment and in the development of the *Plan*.
- 12) Resiliency – The *Plan* should incorporate the most recent emergency operation, hazard mitigation plans, and best practices to ensure resiliency in the wake of natural and man-made disasters.
- 13) Schools and Higher Education Facilities Planning – Drury University, Evangel University, Missouri State University, Ozarks Technical Community College and Springfield Public Schools Facility Master Plans should be incorporated into the development of the *Plan*.
- 14) Vision 20/20 – The *Plan* should include a thorough and complete review of outstanding goals and recommendations from the Vision 20/20 Comprehensive Plan, as well as memorializing the historical achievements to ensure continuity between the past and future planning work.
- 15) Walkability and Placemaking – The *Plan* should support the development and connection of everyday destinations via more integrated and walkable corridors, neighborhoods, and places.

3.0 CITY PROVIDED SERVICES:

All existing information, data, and reports necessary to carry out of the scope of work, shall be furnished to the Contractor without charge.

4.0 TIMELINE:

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

Post RFP Notification	November 21, 2018
Question Cutoff Date	December 4, 2018
Question Response Date	December 11, 2018
Receive Proposals	January 7, 2019 at 3:00 P.M. CST.
Meet to Review	January 14 – 24, 2019
Interviews	January 28 – February 8, 2019
Notice of Recommendation for Award	Week of February 18, 2019
Notice to Proceed	Week of March 18, 2019

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

1.0 PREPARATION OF PROPOSALS:

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

2.0 SUBMISSION OF PROPOSALS:

- 2.1 A Proposal submitted by an Offeror may (1) be manually, electronically or digitally signed by the authorized agent of the Offeror on the Division of Purchases Request For Proposal Affidavit of Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; with one (1) original, one (1) electronic copy to be submitted on a flash/thumb drive and eleven (11) complete paper copies of the Proposal; (5) include a security deposit if one is required ; and (6) be delivered to the Division of Purchases and officially time stamped no later than the exact time and date specified in this Request For Proposal.
- 2.2 The sealed envelope or container containing a Proposal should be clearly marked on the outside with (1) the official Request for Proposal number and (2) Offeror's name and address.
- 2.3 Do not submit Proposals in response to other solicitations in the same sealed envelope. If more than one Proposal is submitted in the same container, your Proposal may be rejected as non-responsive.
- 2.4 Incurred Expenses: The City is not responsible for any expenses which Offerors may incur in preparing and submitting Proposals called for in this Request for Proposal.
- 2.5 Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Offerors shall assume full responsibility for timely delivery of the Proposals to the location designated for receipt of Proposals. The City of Springfield is not responsible for the United States Postal Service or private couriers in regard to mail being delivered by the specified time so that a Proposal can be considered. All Proposals will be received at the time and place specified and made available for public inspection when a fully executed contract is in place.
- 2.6 Completeness: All information required by the Request for Proposal must be supplied to constitute a responsive Proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

3.0 LEGAL NAME AND SIGNATURE: Proposals shall clearly indicate the legal name, address, e-mail address, telephone number, and fax number of the Offeror (company, firm, corporation, partnership, or individual). Proposals may be manually, electronically or digitally signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Proposal. Failure to properly sign the Proposal form shall invalidate same, and it shall not be considered for award.

4.0 MODIFICATIONS, CORRECTIONS, OR WITHDRAWAL OF PROPOSALS:

- 4.1 Proposals may be modified or withdrawn by written notice received prior to the official due date and time specified. A Proposal may also be withdrawn or modified in person by the Offeror or their authorized representative provided proper identification is presented before the official due date and time. Verbal phone requests to withdraw or modify a Proposal will not be considered.
- 4.2 Corrections: No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Proposal.
- 4.3 After the official due date and time, no Proposal may be modified.

5.0 CLARIFICATION AND ADDENDA:

- 5.1 Each Offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the Division of Purchases in writing. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

- 5.2 It shall be the responsibility of each Offeror, prior to submitting their Proposal, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Proposal at: <http://www.springfieldmo.gov/bids.aspx>
- 6.0 RESPONSIVE AND RESPONSIBLE OFFEROR:** To be considered a responsive Offeror, the Offeror shall submit a Proposal which meets the minimum requirements set forth in the Request for Proposal. To be a responsible Offeror, the Offeror shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.
- 7.0 RESERVED RIGHTS:**
- 7.1 The City reserves the right to make such investigations as it deems necessary to make the determination of the Offeror's responsiveness and responsibility. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, past performance records, and any additional documentation as deemed necessary by the City.
- 7.2 The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.
- 8.0 THE RIGHT TO AUDIT:** The Offeror agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Offeror's records pertaining to the work/product for a period of three (3) years after final payment.
- 9.0 RIGHT TO PROTEST:**
- 9.1 Appeals and remedies are provided for in the Springfield City Code and Purchasing Manual. Protestors shall seek resolution of their complaints with the City Purchasing Agent.
- 9.2 Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after the award information is posted publicly on the City's website.
- 10.0 ETHICAL STANDARDS:** With respect to this RFP, if any Offeror violates or is a party to a violation of the general ethical standards of the City Procurement Code and Purchasing Manual or the State of Missouri Statutes, such Offeror may be disqualified from furnishing the goods or services for which the Proposal is submitted and shall be further disqualified from submitting any future Proposals. A copy of the City's General Ethical Standards is available at the Division of Purchases.
- 11.0 COLLUSION:** By offering a submission to this Request for Proposal, the Offeror certifies it has not divulged, discussed, or compared the Proposal with other Offerors and has not colluded with any other Offeror or parties to this RFP whatsoever. Also, the Offeror certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFP:
- 11.1 Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or contract for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Offeror or with any competitor.
- 11.2 Any prices and/or cost data for this Proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the scheduled official due date directly or indirectly to any other Offeror or to any competitor.
- 11.3 No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 11.4 The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.
- 11.5 No person or agency has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
- 12.0 CONFLICT: By submission of its response, the bidder certifies that they are in compliance with items 12.1 through 13.4.**
- 12.1 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.

13.0 DEBARMENT AND SUSPENSION STATUS:

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

14.0 RFP FORMS: Unless otherwise specified, Offerors must use the Request for Proposal Forms furnished by the City. Failure to do so shall be grounds for rejection of the proposal. Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render the Offeror's proposal non-responsive and may remove it from consideration for award (depending on the Offeror's noted exceptions).** All exceptions will be reviewed on a case by case basis. If no exceptions are noted Offerors must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your proposal is accepted.

15.0 LIABILITY AND INDEMNITY

- 15.1 In no event shall the City be liable to the Offeror 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.
- 15.2 The Offeror 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 sub-contract thereunder (the Offeror hereby assuming full responsibility for relations with offerors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Offeror.
- 15.3 The Offeror shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract or any sub-contract, 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.
- 15.4 The indemnification obligations of the Offeror hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Offeror, 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.
- 15.5 The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

- 15.6 The Offeror 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.
- 16.0 PAYMENT TERMS:** Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable. If an Offeror offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
- 17.0 REGULATIONS:** It shall be the responsibility of each Offeror to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- 18.0 PROPOSAL OPENING:** A public opening shall take place at the date and at the time specified on the Proposal form. Only the name of the Offerors that submitted Proposals will be read aloud. All other information shall remain confidential during the evaluation process. After a fully executed contract is in place, Offeror's may request a debriefing and Proposal files may be examined during normal working hours by appointment.
- 19.0 REQUEST FOR ADDITIONAL INFORMATION:** The Offeror shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide services. The City reserves the right to make investigations of the qualifications of the Offeror as it deems appropriate.
- 20.0 CONTRACT DOCUMENTS:** If it is determined that a contract be issued via this solicitation, the contract between the City of Springfield and the Contractor shall generally consist of: (1) applicable contract document, (2) the Request for Proposal, and any addenda thereto and, (3) the Proposer's proposal, as accepted, submitted in response to the Request for Proposal, and (4) any negotiated Best and Final Offer. Any agreement, contract, or purchase order resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City.
- 20.1 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.
- 20.2 The successful Offeror shall have ten (10 days) after receipt of the Notice of Recommendation for Award letter to return all requested documentation as required by the Request for Proposal. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.
- 21.0 OWNERSHIP OF DOCUMENTS:** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including but not limited to supporting documentation, research, analysis, data, demographic collections, projections, forecast, electronic and digital data, web domains, maps, illustrations and graphs and written reports are and remain the property of the Contractor until such time as this Contract is, for any reason, terminated, at which time they become the property of the City of Springfield. The Contractor shall furnish to the City, one set of reproducible records, electronic, digital GIS data maps and copies of estimates, specifications, written reports, studies and plans in consideration of which the City will use them fully in connection with the project and will not sell them.

PART III
FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS

- 1.0 FORMS AND ATTACHMENTS:** The Affidavit of Compliance Form is required to be sent with your Proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any addenda to the RFP shall be acknowledged on this form. The Proposal shall be signed by a party authorized by law to bind the Offeror, such as an officer listed on a corporation's filing with the Missouri Secretary of State, an owner, or a managing member of an LLC or partnership.
- 2.0 PROPOSAL DUE DATE:** Sealed Proposals with one (1) original, one (1) electronic copy to be submitted on a flash/thumb drive and eleven (11) complete paper copies will be received at the Division of Purchases no later than **3:00 P.M., Monday, January 7, 2019.** Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery:
CITY OF SPRINGFIELD, MO
TODD COX
218 E. CENTRAL
SPRINGFIELD, MO 65802

Submitted sealed envelopes should be marked:
"REQUEST FOR PROPOSAL: #047-2019"
Offeror's Name and Address

- 3.0 ADDENDA:** If it becomes necessary to revise or amend any part of this Request for Proposal, an addendum will be posted on the City's website at www.springfieldmo.gov/bids.
- 4.0 SELECTION PROCESS:**
The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals:

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

Step Two: Short List Interviews

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

d. Upon selection of the top-rated firm, the City may negotiate the specific terms of the contract including cost.

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

4.1 Interviews: The City reserves the right to conduct personal interviews or require presentations of any or all Offerors prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interviews/presentations (i.e., travel, accommodations, etc.)

5.0 AWARDS:

5.1 Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the Proposal. However, such discounts are encouraged to motivate prompt payment.

5.2 As the best interest of the City may require, the right is reserved to make awards; to reject any and all Proposals or to waive any minor irregularity of technicality in Proposals received.

5.3 Award will be made based upon Evaluation Committee recommendation after Proposals have been scored based upon award criteria specified herein.

5.4 Each Proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute an contract between the Offeror and the City; and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted Proposal and detailed specifications.

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

7.0 ORDER OF PRECEDENCE: Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Offerors, shall take precedence.

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

9.0 OPEN COMPETITION: It is the intent and purpose of the Division of Purchases that the Request for Proposal process permits free and open competition. However, it shall be the Offeror's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a Proposal. The notification should be received by the Division of Purchases at least ten calendar days prior to the specified Request for Proposal due date and time.

10.0 ADDITIONAL PURCHASES BY OTHER PUBLIC AGENCIES: The Offeror by submitting a proposal authorizes other public agencies to "Piggy-Back" or purchase equipment, products, and services being proposed in this Request for Proposal unless otherwise noted on the Affidavit of Compliance Form.

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

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

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

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

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

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

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

State of _____)

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

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

Affiant

Printed Name

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

Notary Public

SEAL

12.0 INSURANCE REQUIREMENTS: Before a contract is executed, the successful respondent shall furnish to the City a CERTIFICATE OF INSURANCE (COI) as described in **Insurance Requirements PART IV**.

13.0 COMPLIANCE: The following items shall be provided by proposer to the City of Springfield Purchasing Division prior to the issuance of a contract:

13.1 To be provided with proposal submittal:

- To be considered complete and responsive, Proposer must submit all Pages of this RFP document as well as the, one (1) electronic copy to be submitted on a flash/thumb drive and eleven (11) complete paper copies.
- Form No. 1: Provider Profile
- Form No. 2: Key Outside Consultants
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6A and 6B: Task/Personnel Breakdown and Total Cost Form

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

- Business License (if applicable),
- Certificate of Insurance (COI) naming the City of Springfield as additional insured under General Liability. NOTE: COI shall identify the SAME legal entity company name as reflected on the respondent's W-9.
- W-9 (new vendor only). NOTE: W-9 shall identify the SAME legal entity company name as reflected on the awarded respondent's Certificate of Insurance (COI).
- Work Authorization Affidavit (if applicable),
- E-Verify Signature page (if applicable).

13.3 All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of 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>

13.4 Respondents legal entity company name must be identified the SAME on their W-9 and Certificate of Insurance (COI).

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

(SEE BELOW)

SAMPLE CONTRACT



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

Service Provider
Company Name
Attn:
Address
Ph.
Fax

THIS CONTRACT, made and entered into this ___ day of ___, 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 ___, a company in the State of ___, hereafter referred to as "Service Provider." Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

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

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

- 1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal #047-2019 (hereinafter "RFP"); the Service Provider's Response to the RFP, ("Proposal"); Scope of Services ("Scope"), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
3. Amount Not To Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of _____ Dollars (\$_____). 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.
OR
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this Contract for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item

costs outlined in PART II. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

- 4. The term of this Contract shall be for a _____ () months/year period from _____ through _____. The City may at its option renew the Contract up to XXXX (X) additional one-year terms or This is the final renewal term option for this agreement by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# XXXX-XXX; section X.X; Renewal Option. (ONLY UTILIZE IF MULTI-YEAR AGREEMENT-REMOVE IF NOT). All pricing identified on the pricing page shall be in effect for the stated contract term.
- 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 original counterparts.
- 6. This contract shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

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

CERTIFICATE OF DIRECTOR OF FINANCE

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

David Holtmann, Director of Finance _____
or Date
Acting Director of Finance

APPROVED AS TO FORM

City Attorney or Assistant City Attorney _____
Date

SERVICE PROVIDER

By: _____
Company Authorized Signature Date

Name: _____
Print

Title: _____

CITY OF SPRINGFIELD, MISSOURI

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

**CITY OF SPRINGFIELD, MISSOURI
Administration**

By: _____
Jason Gage, City Manager Date
Or Designee

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

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

15.2 It will be the responsibility of the Offeror to contact the Division of Purchases prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addendum with the Proposal.

15.3 Successful Offeror will be notified electronically.

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

16.1 30 number of points for Evidence of Experience & References with Similar Projects (FORM 3)

16.2 20 number of points for Expertise of Firm/Provider Personnel (FORM 4)

16.3 10 number of points for Applicable Resources (FORM 1, 2, AND 5)

16.4 30 number of points for Project Approach (FORM 5)

16.5 10 number of points for Cost (FORM(S) 6 A, B) *

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

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

ENCLOSURE I
PROPOSAL RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

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

Ranked By: _____

TOTAL POINTS _____
(100)

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

ENCLOSURE II
INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

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

Ranked By: _____

TOTAL POINTS _____
(100)

ENCLOSURE III
TABLE OF CONTENTS FOR SUBMITTAL

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

A.	TITLE-SIGNATURE PAGE	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form No. 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form No. 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page ____ - ____
H.	RESUMES OF KEY PERSONNEL: Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page ____
I.	PROJECT APPROACH NARRATIVE: Form No. 5 provided (This form must be signed and dated).	Page ____ - ____
J.	COST: Form(s) provided: (Use any of these forms 6A and 6B)	Page ____
K.	AFFIDAVIT OF COMPLIANCE Form No. 7	Page ____
L.	STATEMENT OF NO PROPOSAL Form No. 8	Page ____
M.	Affidavit, Work Authorization - Form provided (Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000	Page ____
N.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract-if applicable (over \$5,000)	Page ____

FORM NO. 1: PROVIDER PROFILE

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

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

1b. Year Provider/Firm Established:

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

Years of Experience in the field of urban planning services and consultation

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

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

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

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

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

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

FORM NO. 2: KEY OUTSIDE CONSULTANTS

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

SUB-CONSULTANT #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing _____ urban planning services and consultatio

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing urban planning services and consultation
 - Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

- Years of Experience providing urban planning services and consultation
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: EXPERIENCE/REFERENCES

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

- a. Project Name & Location:

- b. Completion Date (Actual or Estimated):

- c. Project Owners Name & Address:

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

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

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

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

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

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

FORM NO. 4: RESUMES OF KEY PERSONNEL

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

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

FORM NO. 5: PROJECT APPROACH NARRATIVE

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

- Project schedule and detailed approach is reasonable/responsive to City's needs
- Roles of all involved parties clearly identified
- Familiarity with project location as evidenced by pre-proposal attendance, proposal/interview (if applicable)
- Identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere
- Proposed communication process

Company Name

Address

City/State/Zip

Telephone # Fax #

Tax ID No.

Authorized Person (Print)

Signature

Title

Date

Entity Type:

FORM NO. 6B: TOTAL COST

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

TOTAL COST \$ _____
Numeric

Use words, Dollars/Cents

FORM NO. 8 STATEMENT OF "NO PROPOSAL"

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

WE, THE UNDERSIGNED, HAVE DECLINED TO SUBMIT A PROPOSAL ON RFP #047-2019 FOR DEVELOPMENT OF THE CITY'S COMPREHENSIVE (MASTER) PLAN FOR THE FOLLOWING REASON(S):

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

_____ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

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

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

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

**PART IV
INSURANCE REQUIREMENTS**

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

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

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

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below: Such policies shall name the City as an additional named insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimmunity.php>) as follows:

As of January 1, 2018, the minimum coverage for the insurance referred to herein shall be as set out below:

- A. **Workers' Compensation:** Statutory coverage per R.S.Mo. 287.010 et seq
Employer's Liability: \$1,000,000.00

- B. **Commercial General Liability Insurance:** Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million, Eight Hundred Four Thousand, Forty-Six Dollars (\$2,804,046.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Twenty Thousand, Six Hundred and Six Dollars (\$420,606.00)** for any one person in a single accident or occurrence.

- C. **Automobile Liability Insurance:** Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million, Eight Hundred Four Thousand, Forty-Six Dollars (\$2,804,046.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Twenty Thousand, Six Hundred and Six Dollars (\$420,606.00)** for any one person in a single accident or occurrence.

- D. **Errors and Omissions Insurance:** The Contractor shall maintain a professional liability insurance policy in the amount of \$1,000,000.00 and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the project.

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

- F. **Notice:** The Contractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

PART V
STANDARD TERMS AND CONDITIONS

- A. SERVICES:** *The City agrees to engage the services of the Consultant and the Consultant agrees to perform the services hereinafter set forth in connection with projects described in the Request for Proposal in accordance with the standard of care, skill and expertise ordinarily used by other members of Consultant's profession in performing similar services. No services shall be provided by Consultant until this Contract has been fully executed.*
- B. ADDITION TO SERVICES:** *The City may add to the Consultant services or delete therefrom activities of a similar nature to those set forth in the request for proposal, provided that the total cost of such work does not exceed the total cost allowance as specified in the final contract document. The Consultant shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Consultant.*
- C. EXCHANGE OF DATA:** *All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Consultant without charge, and the parties shall reasonably cooperate in connection with this Contract.*
- D. PERSONNEL:** *The Consultant represents that Consultant will secure at Consultant's own expense, all personnel required to perform the services called for under this Contract by Consultant. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of the Consultant. All of the services required hereunder will be performed by the Consultant or under Consultant's direct supervision and all personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.*
- E. COSTS NOT TO EXCEED:** *The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended in writing. The Consultant providing services hereunder shall be required to keep track of the number of hours billable under this Contract at all times; and any work in excess of the fixed sum for this Contract shall not be eligible for payment. The Consultant shall promptly notify the City if Consultant anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Consultant shall establish a billing system documenting the amount of money remaining on the Contract which shall be shown in each incremental billing statement.*
- F. CONDITIONED UPON ACCEPTABLE PERFORMANCE:** *Provided Consultant performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Consultant in accordance with the terms set forth in **the Request for Proposal**, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Consultant for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely or satisfactory manner in accordance with the schedule and description of services set forth in **the Request for Proposal**.*
- G. TERMINATION OF CONTRACT:**
- 1. TERMINATION FOR BREACH:** *Failure of the Consultant to fulfill Consultant's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A** shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate*

the Contract. The City shall give written notice of termination to the Consultant by one of four different means: Facsimile Transmission ("FAX") if Consultant has a FAX number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the Consultant; or by electronic mail to the address indicated below; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Consultant or given by FAX or electronic mail, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Consultant related to this Contract shall at the option of the City become its property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Consultant shall not be relieved of liability to the City for any damages sustained by the City by virtue of any such breach of the Contract by the Consultant.

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

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

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

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

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

J. OCCUPATIONAL/BUSINESS LICENSE: The Consultant shall obtain and maintain an occupational/business license with the City of Springfield, Missouri, if required by City Code as well as any required state or federal license. The cost for this occupational license shall be borne by the Consultant. No contract will be executed by the City until this occupational license has been obtained. <https://www.springfieldmo.gov/2171/Business-License-Applications>

- K. COMPLIANCE WITH LAWS:** *Consultant agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Consultant affirmatively states that payment of all local, state, and federal taxes and assessments issued to Consultant has been made in full.*
- L. NONRESIDENT/FOREIGN CONSULTANTS:** *The Consultant shall procure and maintain during the life of this Contract:*
- 1. If the Consultant 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 351.570 RSMo.; and*
 - 2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.*
- M. GENERAL INDEPENDENT CONSULTANT CLAUSE:** *This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant 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 Consultant will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Consultant's activities and responsibilities hereunder. The Consultant agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Consultant and the City, and the City will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.*
- N. CITY BENEFITS:** *The Consultant shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.*
- O. NOTICES:** *All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Consultant), or by first class mail addressed to City or Consultant at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Consultant) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.*
- P. JURISDICTION:** *This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.*
- Q. DELIVERY:** *Time is of the essence of this project. If completion times are not met at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Offeror liable for any re-procurement costs.*

- R. Invoices:** *An invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of items or services furnished. All invoices must be received within one year of completion of project or receipt of goods by the City or any possible payment is forfeited.*
- S. 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 Offeror, or in the event of breach of any of the terms hereof including the warranties of the Offeror, City may cancel this contract or affirm the contract and hold Offeror responsible in damages.*
- T. COMPLIANCE WITH APPLICABLE LAWS:** *The Offeror warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended. All applicable laws and Springfield City Code and Purchasing Manual will apply to any resulting contract, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations, Policies and Purchasing Manual.*
- U. INTERPRETATION OF CONTRACT AND ASSIGNMENTS:** *The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Offeror without City's written consent or any attempted assignment without such consent shall be void.*
- V. PROVISIONS BY LAW DEEMED INSERTED:** *Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.*
- W. ASSIGNMENT:** *The Offeror shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Offeror from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.*
- X. PROPRIETARY INFORMATION:** *In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Offerors should be aware that Requests for Proposals and the responses thereto become open public records once a contract is negotiated or all proposals are rejected. However, Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. **Failure of Offeror to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Offeror should identify any information as confidential and/or proprietary***

by stamping each page with such information “Confidential” and/or “Proprietary.” This requirement also applies to the electronic copy that is to be submitted.

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

- Y. NON-EXCLUSIVE CONTRACT:** *The contract resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.*