REQUEST FOR QUOTATION

RFQ #086-2011

THIS IS NOT AN ORDER

RETURN

TO: Lynn Gates, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: March 9, 2011
Buyer's Email: lgates@springfieldmo.gov
Telephone Number: 417-864-1621
Fax Number: 417-864-1927
DUE DATE: March 17, 2011

QUOTATIONS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON THURSDAY, MARCH 17, 2011.** Quotations will be opened by the Buyer at the location listed above.

- Quotations shall be submitted on the forms provided and must be manually signed.
- Quotations shall be submitted with the RFQ number clearly indicated.
- Quotations and all required documentation may be faxed to Fax #417-864-1927.
- Quotations received after the bid opening date and time shall be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this RFQ.

DESCRIPTION

ATHLETIC FIELD MARKER

See attached General Conditions, Specifications, and Quotation Form for detailed information.

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

It is the intent of the City that this Request for Quotation promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Quotation to a single source. Such notification must be submitted in writing and must be received by the Division of Purchases not later than three (3) days prior to the bid opening date.

CITY OF SPRINGFIELD
INSTRUCTION TO BIDDERS

01. Opening Location
The Quotations will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the RFQ. All bidders or their representatives are invited to attend the opening of the RFQ.

02. RFQ Delivery Requirements
Any Quotations received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Quotation delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Quotation is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Quotations delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Quotations may be faxed to the Division of Purchases and accepted if the signed quotation form and required information is faxed and received prior to the due date and time. Quotations sent by email will not be accepted.

03. Sealed and Marked
If sent by mail, one original signed Quotation shall be submitted in one sealed package, clearly marked on the outside of the package with the Request for Quotation number and addressed to:

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

04. Legal Name and Signature
Quotations shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Quotations shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Quotation. Failure to properly sign the Quote form shall invalidate same, and it shall not be considered for award.

05. 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 Quotation.

06. Clarification and Addenda
Each bidder shall examine all Request for Quotation 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 Quotation shall be made through the Division of Purchases in writing or through email. 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.

It shall be the responsibility of each bidder, prior to submitting their Quotation, 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 Quotation at: www.springfieldmo.gov/egov/finance/bid_center.html

07. RFQ Expenses
All expenses for making Quotations to the City are to be borne by the bidder.

08. Irrevocable Offer
Any Quotation may be withdrawn up until the due date and time set for opening of the RFQ. Any Quotation not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the RFQ, until one or more of the Quotations have been duly accepted by the City.

09. Responsive and Responsible Bidder
To be responsive, a bidder shall submit a Quotation which conforms in all material respects to the requirements set forth in the Request for Quotation. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Quotation to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Quotation as made.

10. Reserved Rights
The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

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

12. Applicable Law
All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. Right to Protest
Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

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

14. Ethical Standards
With respect to this RFQ, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statues, such bidder may be disqualified from furnishing the goods or services for which the Quotation is submitted and shall be further disqualified from submitting any future Quotations. A copy of the City's General Ethical Standards is available at the Division of Purchases.

15. Collusion
By offering a submission to this Request for Quotation, the bidder certifies the bidder has not divulged, discussed, or compared the Quotation with other bidders and has not colluded with any other bidder or parties to this RFQ whatsoever. Also, the bidder certifies, and in the case of a joint Quotation, each party thereto certifies as to their own organization, that in connection with this RFQ:

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

b. Any prices and/or cost data for this Quotation have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.

c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Quotation for the purpose of restricting competition.

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

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

16. Contract Forms
Any agreement, contract, or purchase order resulting from the acceptance of a Quotation shall be on forms either supplied by or approved by the City.

17. Liability and Indemnity

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

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

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

18. RFQ Forms, Variances, Alternates
Quotations <u>must be submitted</u> on attached City RFQ forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the RFQ Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Quotations may or may not be considered at the sole discretion of the City Purchasing Agent.

19. Quotation Form
All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Quotation is made. The bidder shall submit an executed quotation form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Quotation
A modification for a Quotation already received will be considered only if the modification is received prior to the time announced for opening of Quotations. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Quotation. Modifications submitted by telephone or email will not be considered.

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

22. Errors in Quotations
Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Quotations; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Quotation, the unit price shall govern.

23. Prices Quoted
Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Quotation, the unit price of the Quote will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

24. Discounts
Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Quotation price and not shown separately. The price as shown on the Quotation shall be the price used in determining award(s).

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

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

27. Samples (if required)
For certain types of procurements, samples may be required. If samples are required, it will be stated in the RFQ. The following conditions and requirements apply to all samples submitted.

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

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

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

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

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

29. Quality Terms
The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

30. Tax-Exempt
The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

31. Awards

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

b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Quotations or waive any minor irregularity or technicality in Quotations received.

c. Award(s) will be made to the Bidder whose Quotation (1) meets the specifications and all other requirements of the Request for Quotation and (2) is the lowest and best Quotation, considering price, delivery, responsibility of the bidder, and all other relevant factors.

32. Authorized Product Representation
The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

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

34. Termination of Award
Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Quotation may be rejected in whole or in part for good cause when in the best interest of the City.

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

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

37. Quotation Tabulation
Bidders may request a copy of the bid tabulation of the Request for Quotation.

38. Budgetary Constraints
The City reserves the right to reduce or increase the quantity, retract any item from the Quotation, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

39. Additional Purchases by Other Public Agencies
The bidder by submitting a Quotation authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Request for Quotation unless otherwise noted on the Affidavit of Compliance Form.

40. Order of Precedence
Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

41. Affidavit for Service Contracts
The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the RFQ and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFQ, knowingly employ, or subcontract with, any person who is an unauthorized alien.

42. Inspection and Acceptance
No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection, may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

CITY OF SPRINGFIELD
GENERAL TERMS AND CONDITIONS
RFQ #086-2011

1. **Term**: One year beginning on date of award. The City may, at its option, extend the contract for up to two additional one-year terms.

2. **Escalation/De-escalation:** Bid prices shall remain firm for a period of six months from the date of award. The contract prices may be changed after that time for the following reasons:

   An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

   All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

3. **Quantity:** Quantities listed are estimates for bid purposes only; actual usage may be more or less, and will be purchased on an as required basis.

4. **Purchasing Card Program**: The City has a purchasing card program using the Visa network. Bidders may receive payment from the purchasing card in the same manner as other Visa purchases. Bidders should have the ability to accept Visa.

   City departments will be encouraged to use purchasing cards to order from this annual contract. In the event the department does not use a purchasing card, a written purchase order will be issued.

5. **Specifications:** If bidding an equal, Bidders must include with their bid specification sheets or information sufficient for thorough evaluation. Failure may be cause for rejection as non-compliant.

CITY OF SPRINGFIELD
QUOTATION FORM – PROPOSAL
RFQ #086-2011

SUBMITTED BY_____
Company Name

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

NOTE: Pallet charges will not be charged with orders. The City will either provide exchange pallets at the time of pick-up or return contractor's pallets within 24 hours. In the event of lost or non-returned pallets, the contractor may invoice separately at the rates listed below.

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
1.	1800 bags	**Athletic Field Marker, "Grid" Marble Dust**, calcium carbonate, 50 lb. (Non-palletized) Bags. Mfg._____ Product No._____ **Delivery:** _____days after receipt of order	$_____	$_____
2.	45 pallets	**Option: Athletic Field Marker, "Grid" Marble Dust,** calcium carbonate, palletized, 50 lb. Bag pallets. _____bags per pallet Mfg._____ Product No._____ **Delivery:** _____days after receipt of order	$_____	$_____
3.		**Pallet Charge in the event of lost or non-returned pallets**	$_____	$_____

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES_____ NO_____

Prompt Payment Discount _____%_____Days, Net _____Days

RETURN THIS PAGE

AFFIDAVIT OF COMPLIANCE
RFQ #086-2011

To be submitted with Vendor's Quotation

_____We DO NOT take exception to the RFQ Documents/Requirements.
_____We TAKE exception to the RFQ Documents/Requirements as follows:

Specific exceptions are as follows: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

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

Company Name _____

By_____
Authorized Person's Signature

_____
Print or type name and title of signer

Company Address_____
_____
_____
Telephone Number_____
Fax Number_____

Date_____

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Addendum No. ___

Email_____

Federal Tax ID No._____

RETURN THIS PAGE

CITY OF SPRINGFIELD
STATEMENT OF "NO QUOTATION"
RFQ #086-2011

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

WE, THE UNDERSIGNED, HAVE DECLINED TO QUOTE ON YOUR **RFQ #086-2011** FOR **ATHLETIC FIELD MARKER** FOR THE FOLLOWING REASON(S):

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

_____INSUFFICIENT TIME TO RESPOND TO REQUEST FOR QUOTATION.

_____ __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:_____