

CITY OF WILLARD
INVITATION FOR BID #09072023-1PKS

Director of Finance
City of Willard
224 W. Jackson, P.O. Box 187
Willard, Missouri 65781

Email: cfo@cityofwillard.org
Telephone Number: 417-742-5301
Fax Number: 417-742-5331
Due Date: **November 7, 2023**

SEALED BIDS MUST BE PHYSICALLY RECEIVED BY THE DIRECTOR OF FINANCE PRIOR TO **2:30 P.M. ON Tuesday, November 7, 2023**. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

**HVAC Unit Replacement
At the Willard Recreation Center
233 N State Highway Z, Willard MO**

See attached General Conditions, Specifications, and Bid 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 Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Director of Finance if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Director of Finance not later than three (3) days prior to the bid opening date.

CITY OF WILLARD
INVITATION FOR BID #09072023-1PKS
General Terms and Conditions

01. Opening Location

The Bids will be opened at the City of Willard, Director of Finance, 224 W. Jackson, Willard, MO 65781 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Director of Finance for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Director of Finance office. Bids 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. Bids may be mailed to the Director of Finance and accepted if the signed bid form and required information is mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Willard
Director of Finance
224 W. Jackson,
Willard, MO 65781

04. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids 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 Bid. Failure to properly sign the Bid 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 Bid.

06. Clarification and Addenda

Each bidder shall examine all Invitation for Bid 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 Invitation for Bid shall be made through the Director of Finance in writing or through email. The Director of Finance 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 Bid, to contact the Director of Finance at phone number 417-742-3033, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at: www.Willardmo.gov/egov/finance/bid_center.html

07. IFB Expenses

All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid 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 IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder

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

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 Director of Finance. 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 IFB, 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 Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available from the Director of Finance.

15. Collusion

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

- 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 Bid 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 Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- 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 Bid 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. IFB Forms, Variances, Alternates

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. Bid 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 Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Bid

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

21. No Bid

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

22. Errors in Bids

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

23. Prices Bid

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 Bid, the unit price of the Bid 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 Bid price and not shown separately. The price as shown on the Bid 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 IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

26. Deviations to Specifications and Requirements

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

27. Samples (if required)

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

- 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 Director of Finance" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

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 Invitation for Bid, 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 Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, 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 Bid 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 Willard, 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 Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

37. Bid Tabulation

Bidders may request a copy of the bid tabulation of the Invitation for Bid.

38. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Bid, 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 Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

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 IFB and agrees to provide an affidavit to the City of Willard affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

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 WILLARD
INVITATION FOR BID #09072023-1PKS

INSTRUCTIONS TO BIDDERS

GENERAL: Qualified bidders are asked to submit bids for (City of Willard Recreation Center HVAC Replacement). Bidders are requested to study carefully and conform to these "Instructions to Bidders" in order that their bid proposals will be regular, complete, and acceptable.

SUBMISSION OF BIDS: All proposals shall be legibly written in ink or typewritten. Bids shall be submitted in sealed opaque envelopes clearly marked on the outside: "City of Willard Recreation Center HVAC IFB #09072023-1PKS".

PROPOSAL FORMAT: Bidders should prepare their proposal that is as simple and straightforward as possible. The utmost attention should be given to accuracy, completeness, and clarity of content. Submit proposals in the following format:

1. Cover Letter / Executive Summary

An executive Summary shall provide the name, address, telephone, and facsimile numbers of the Bidder along with the name, title, address, telephone, e-mail address and facsimile numbers of the executive that has the authority to contract with the City. The summary must be signed by an individual authorized to contractually bind the firm and include an expression of the firm's ability and desire to meet the requirements of the request for proposal. The Executive Summary should not exceed two (2) pages.

Each Company shall make the following representation and warranty in the cover letter/executive summary, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts."

2. Financial

The Bidder will provide the overall cost of the project and the components specified in this IFB. Include additional options as specified in this IFB.

3. Services and Support

The Bidder will describe, in detail, their company's service and maintenance program including remote access, diagnostics, downloading and troubleshooting. The proposal should include details on the equipment warranty and options for ongoing maintenance.

4. Technology and Other Services

Bidder may describe technology enhancements, software applications, and other services that are available through or recommended by the Bidder.

5. Exceptions and Deviations

Provide a statement expressing understanding and willingness to comply with all provisions of the IFB. If there are provisions of the IFB that the Bidder is unwilling or unable to comply with, the Bidder shall identify the paragraph number, list the provision in its entirety, and provide the reason for non-compliance. If there are provisions of the IFB for which the Bidder would like to propose an alternative solution, the Bidder shall identify and list the provision in its entirety and provide the alternative solution.

EXAMINATION OF SITE OF WORK: Each bidder must examine for themselves the location and extent of the proposed work and determine any unusual conditions or hazards to be met in performing the work. Examination and inspection of the building may be arranged by contacting Jason Knight, Park Director, 417-742-5381.

INTENT OF BID: The bids being taken for HVAC unit, disposal, replacement, and related work, including the provision of all necessary labor, supplies, and materials for the work at the Willard Recreation Center.

SPECIFICATIONS: The bids shall be for the work described herein and the attachments hereto, which work shall be in conformance with the applicable building codes of the City of Willard, and in conformance with generally accepted commercial and industrial standards.

TIME OF COMPLETION: Each bidder should describe the time frame in which the work would be completed. Each bidder should note that the City considers time of the essence in completion of this project.

ACCEPTANCE OR REJECTION OF PROPOSALS: The City reserves the right to reject any or all bids.

REJECTION OF BIDS: Only one proposal will be accepted from one firm or association. Any evidence of collusion between bidders or of one firm having an interest in more than one proposal may constitute a cause for rejection of any bids so affected.

BID BOND, PERFORMANCE BOND, INSURANCE, AND INDEMNIFICATION: All bidders shall submit with their bids a bid bond or a cashier's check payable to the order of the City of Willard in the amount of five hundred dollars (\$500.00). The bid bonds or certified check from unsuccessful bidders shall be returned within ten (10) days of the award of a contract. The successful bidder will be required to furnish performance and payment surety bonds in the amount of 100 percent of the contract price with a corporate surety company, conditioned for (a) for the faithful performance and completion of the work in strict accordance with the terms of the contract the payment of all laborers and mechanics, (b) for the repair, or replacement where required or the cost of repair or replacement, of all work performed under the terms of the contract and in accordance with the provisions of the terms of the contract and in accordance with the contract documents, and (c) for labor that is performed and for the payment for material and equipment rental which is actually

used or rented in the performance of the contract.

The successful bidder will be required to carry workers compensation insurance as required by law and full liability insurance with limits for personal injury of \$1,000,000 dollars and property damage limits of \$500,000. A certificate of insurance substantiating such coverage shall be delivered to the City prior to the commencement of the work.

Each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor on the project. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract.

Contractor shall take all responsibility for the work, shall bear all losses resulting to them on account of the amount or character of the work, or from any unforeseen obstructions or difficulties which may be encountered, or because the nature of the land in or on which the work is done is different from what is assumed or was expected, or on account of the weather, floods or other causes; then he or she shall assume the defense of, and indemnify and save harmless City from all claims of any kind arising from the performance of the contract.

EXECUTION OF AGREEMENT AND BOND: Upon receipt of written notice of acceptance of the bid, the successful bidder will execute a formal contract within twenty (20) days, and within that time deliver certificate(s) of insurance and a surety bond or bonds as required above. Upon compliance with the same, the bid bond shall be released.

APPLICABILITY OF LAWS AND REGULATIONS: The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full in the contract.

EXCEPTIONS TO SPECIFICATIONS: Each bidder shall carefully check all requirements herein set forth and shall offer items which fully comply with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein their items offered do not meet these specifications. Reference shall not be made to other attachments for exceptions and supplementary terms. Failure to outline such exceptions as specifically stated herein will require the successful bidder to comply with these specifications. In case of conflict between the bid and these specifications, these specifications shall govern unless specific exceptions are listed by the bidder.

SUBMISSION OF BIDS: All proposals shall be legibly written in ink or typewritten. Bids shall be submitted in sealed opaque envelopes clearly marked on the outside: "City of Willard Recreation Center HVAC IFB #08292023PKS". Faxed or emailed bids will not be accepted.

MODIFICATION OF BIDS: Bids may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted at any time prior to the final time set for receiving bids. Bidders may not modify or withdraw bids by fax, phone, e-mail, etc.

INSURANCE COVERAGE: The Contractor shall purchase and maintain at their expense as a minimum insurance coverage of such types and in such amounts as are specified herein to protect Contractor and the interest of City and others from claims which may arise out of or

result from Contractor's operations under the Contract Documents, whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. Failure of the Contractor to maintain proper insurance coverage shall not relieve them of any contractual responsibility or obligation.

BASE BID: The bidder is expected to base its bids on materials and items complying fully with these specifications, and in the event, they name in their bid materials or items, which do not conform, the bidder will be responsible for furnishing materials and items, which fully conform at no change in the bid price.

BIDDER QUALIFICATION: Bids will be received only from qualified bidders. A bidder will be considered qualified if it is a recognized manufacturer or supplier of materials and items similar to that specified herein with complete factory facilities in the United States and has had experience in the design and manufacture of items of equal or greater size that is specified herein. If requested the Bidder shall supply experience data. Such data will be used to assist in determining the qualifications of the Bidders. Bidder must comply with all applicable Federal, State and Local laws, rules, and regulations.

TAXES: The City is exempt from paying City and State Sales Tax. The City will furnish sales tax exemption forms to the contractor. The contractor must pay any other tax which might be applicable.

REQUESTS FOR PAYMENT: The City will forward requests for payments to the Chief Financial Officer for consideration and approval for payment by the Willard Board of Aldermen. Payments are typically remitted to the contractor within 45 days.

REQUEST FOR INTERPRETATION: If any person, contemplating submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications or other proposed Contract documents, they should submit to the Willard Chief Financial Officer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum issued and/or delivered to each person receiving a set of such documents. The addenda shall become a part of the Contract. The City of Willard will not be responsible for any other explanation or interpretation of the proposed documents.

FINANCIAL STATEMENT: The bidder shall furnish upon request a complete financial statement signed by the bidder, if an individual; by all partners if the bidder is a partnership; and by the President or Secretary, if the bidder is a corporation.

DRUG FREE WORKPLACE POLICY: Bidders shall furnish, upon request, a copy of their Drug Free workplace Policy.

EQUAL EMPLOYMENT OPPORTUNITY: The Contractor and any subcontractors agree to comply with all applicable fair labor standards in the execution of this contract as required by federal and state statutes.

The Contractor and any subcontractors agree that, during the performance of this Contract, they will not discriminate in hiring or any other employment practice on the basis of race, color, religion, gender, disability, age, or national origin.

LOCAL BIDDER PREFERENCE: In case of tied low bids, all other things being equal, preference shall be given in the following order:

1. To those bidders who manufacture their product within the City of Willard.
2. To those bidders who package, process, or through some other substantial operation have employees and facilities for these purposes in the City of Willard.
3. To those bidders who maintain a bona fide business office in City of Willard, whose products may be made outside the confines of The City of Willard.
4. To those bidders whose commodities are manufactured, mined, produced, or grown within the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better, and delivered price is the same or less that the other bids received.
5. To those bidders whose commodities are manufactured, mined, produced, or grown within the United States of America, and to all firms, corporations, or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better, and delivered price is the same or less that the other bids received.

**CITY OF WILLARD
BID FORM – PROPOSAL
IFB #09072023-1PKS**

SUBMITTED BY _____
Company Name

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

No Alternatives or Substitutions Will Be Considered

DELIVERY: F.O.B. DESTINATION

ACCEPT CREDIT CARD: YES _____ NO _____

Prompt Payment Discount _____ % _____ Days, Net _____ Days

AFFIDAVIT OF COMPLIANCE IFB #09072023-1PKS

To be submitted with Vendor's Bid

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

____ We TAKE exception to
the IFB
Documents/Requirements as
follows: Specific exceptions are
as follows:

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. _____

CITY OF WILLARD STATEMENT OF "NO BID" IFB #09072023-1PKS

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

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #081-2012** FOR **GENESIS EXTRICATION EQUIPMENT** 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 INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____