



**City of Wentzville**  
**Kimberly Butts, Director of Procurement**  
**310 West Pearce Blvd.**  
**Wentzville, Missouri 63385**

**INVITATION FOR BID COVER PAGE**

**IFB #: 17-008** **CONTACT: Jill Schmitz, Procurement Specialist**  
**TITLE: Brochure/Newsletter Printing and Mail Services**  
**PHONE NO.: (636) 639-2188**  
**IFB Issued: January 9, 2017** **EMAIL: [Jill.Schmitz@wentzvillemo.org](mailto:Jill.Schmitz@wentzvillemo.org)**

**RETURN BID NO LATER THAN: January 25, 2017, 2:00 PM prevailing Central time**

**MAILING INSTRUCTIONS:** The Bidder is to print or type **IFB Number, Return Due Date, and Title** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the Procurement Department by return bid date and time.

**RETURN BID TO:** **CITY OF WENTZVILLE**  
**IFB #17-008**  
**310 W. PEARCE BLVD**  
**WENTZVILLE, MO 63385**

This document constitutes a request for sealed bids from qualified companies, individuals, and/or organizations to furnish the product and services as described herein. The bidder hereby declares understanding, agreement and certification of compliance to provide the product and services, at the prices quoted, in accordance with all requirements and specifications contained herein and the City of Wentzville Terms and Conditions. The bidder further agrees that the language of this IFB shall govern in the event of a conflict with his/her bid. The bidder further agrees upon receipt of an authorized purchase order from the City of Wentzville is issued by an authorized official of the City of Wentzville, a binding contract shall exist between the bidder and the City of Wentzville.

**BIDDER SIGNATURE REQUIRED**

|                         |                                                         |
|-------------------------|---------------------------------------------------------|
| AUTHORIZED SIGNATURE    | DATE                                                    |
| PRINTED NAME            | TITLE                                                   |
| COMPANY LEGAL NAME      | (Individual Or Partnership Or Corporation)<br>STATE OF: |
| MAILING ADDRESS         | PHONE NO.                                               |
| CITY, STATE, ZIP        | FAX NO.                                                 |
| FEDERAL EMPLOYER ID NO. | Missouri Charter Number (if licensed in MO)             |
| EMAIL ADDRESS           |                                                         |

## PART ONE - STANDARD INSTRUCTIONS TO BIDDERS

- 1.1 GENERAL INFORMATION:** The City of Wentzville is seeking to establish a contract for Printing Services for the Fun Times Brochure, The Vision Newsletter and The Biz Newsletter.

**Contract Period:** Date of award through December 31, 2017, with the City's right to renew for three additional consecutive one-year period, subject to the "Multi-Year contracts; Non-appropriation" provisions paragraph in the City's General Conditions.

### **Background:**

Fun Times: This magazine-style recreational brochure is published three times each year. It's typically 32 pages in length (but may vary). This is designed for residents and nonresidents alike to showcase the City's abundant events, programs and services provided by the Parks and Recreation Department.

The Vision: This eight-page newsletter is designed and published six times per year specifically for Wentzville residents to learn about what's happening in Wentzville, important dates, significant events, etc. and is put together by City Administration.

The Biz: This four-page newsletter is published four times per year for business owners in Wentzville and is put together by the Economic Development Department.

- 1.2 CHECKLIST FOR SUBMITTING A BID:** This checklist is provided for the Bidder's information only and is not part of the Specifications and Contract Documents.

Bid package submittal shall consist of 1 original and 1 copy of the following:

- ✓ BID COVER PAGE, Page #1
- ✓ Bid Pricing Page completely filled out, properly executed by Bidder including manual signature
- ✓ Non-Collusive Affidavit filled out on the form provided
- ✓ Any addenda issued to this bid

Bid Quotation and all required attachments enclosed in a sealed envelope and

- ✓ Marked with Bid Number and Bid Title
- ✓ Marked with name of Bidder
- ✓ Due Date of Bid

- 1.3 FAX / EMAIL:** The City of Wentzville for this IFB will not accept bid submissions by fax or email.

- 1.4** All bid pricing must be submitted on the City's IFB Pricing Pages.

**1.5 QUESTIONS AND UPDATES:**

- A. Bidders are encouraged to submit written questions through the Procurement Department's contact person shown on the Invitation for Bid Cover Page. In order to ensure all potential respondents receive the same information, the City will post its response on the City's website

[http://www.wentzvillemo.org/departments/procurement/current\\_bidding\\_opportunities.php](http://www.wentzvillemo.org/departments/procurement/current_bidding_opportunities.php)

**Bidders are responsible for checking the City's website for the issuance of any**

**addendums.** The Bidding Opportunities website shall be the official site for information as related to this IFB. Any documentation posted elsewhere will not be applicable should a bidder use the information as related to a contract protest. Please visit this site periodically to check for any additional information.

- B. Any information provided to a bidder outside of the procedural guidelines of this IFB shall be considered not to be valid and will not be considered during the evaluation process.
- C. To ensure fair consideration for all bidders, the City prohibits communication to or with any City department(s), board member(s), or employee(s) during the submission process, except as provided above. Additionally, the City prohibits communications initiated by a bidder to the City official(s) or employee(s) evaluating or considering the bids prior to the time an award decision is made. Any communication between Bidder 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 bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid(s).
- D. The City may add, delete, or amend services as it may deem advisable. Any and all addendums or amendments as related to this IFB must be processed and approved through the City's Procurement Department to be applicable to this IFB.

**1.6 PREPARATION OF BIDS:**

- A. Bidders are expected to examine the Specifications, delivery schedule, requirements and all instructions of the Invitation for Bid. Failure to do so will be at Bidder's risk. In case of a mistake in extension, the unit price(s) will govern.
- B. All supplies and equipment offered in a bid must be new and of current production unless the Invitation for Bid clearly specifies that used or reconditioned supplies or equipment may be offered.

**1.7 PRICE:**

- A. All prices shall be as indicated on the Pricing Page. The City shall not pay nor be liable for any other additional costs including but not limited to fuel, fuel surcharges, taxes, shipping and handling charges, personnel, time, travel, vehicles, mileage, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.
- B. Unless otherwise indicated, prices quoted shall be firm for acceptance for ninety (90) calendar days from bid opening and for the specified contract period.

**1.8 DEVIATION OF SPECIFICATION:** Any bidder deviating from the specifications must provide supportive documentation explaining such deviation. The supportive documentation is required with the bid submission.

**1.9 OPEN COMPETITION:** Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand of product that meets or exceed the specifications. Determination of equivalency shall rest solely with the City. Bids that do not comply with the requirements and specifications are subject to rejection without further consideration.

- 1.10 ESTIMATED QUANTITY:** The quantity specified in this IFB is an estimate only. If the City requires more or less material than stated, the Seller shall furnish and deliver the City's requirements at the contracted unit price. The Seller shall not be entitled to damages and/or additional compensation by reason of quantity reductions.
- 1.11 MODIFICATION OR WITHDRAWALS OF BIDS:** Bids may be modified or withdrawn by written notice received prior to the official closing date and time specified. A bid may also be withdrawn or modified in person by the Bidder or his authorized representative provided proper identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a bid will not be considered. After the official closing date and time, no bid may be modified or withdrawn.
- 1.12 INCURRED EXPENSES:** The City is not responsible for any expenses which bidders may incur in preparing and submitting bids called for in this Invitation for Bid.
- 1.13 BID OPENING:** The bid opening shall be public on the date and at the time specified on the Invitation for Bid document.
- 1.14 TABULATIONS:** The bid tabulation will be posted on the City's website [http://www.wentzvillemo.org/departments/procurement/bid\\_tabulations.php](http://www.wentzvillemo.org/departments/procurement/bid_tabulations.php)
- 1.15** All bids become the property of the City. If any proprietary information is contained in the bid, it should be clearly identified. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a Bidder's bid submission, the City will comply according to Missouri Sunshine Law.
- 1.16 PAYMENT:** Bidder shall be paid the amount quoted on the Pricing Page. The Bidder shall submit all invoices complete with necessary support documentation to City and City shall make payment within 30 days of receipt of an invoice after satisfactory performance of the delivery and receipt of the goods as shown on the Pricing Page.
- 1.17 COMPLIANCE WITH TERMS AND CONDITIONS:** The Bidder is cautioned when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, license agreements, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the IFB and its contractual requirements.
- 1.18 BUY AMERICAN:** Bidders are encouraged to purchase American-made equipment and products.
- 1.19 BUY STATE OF MISSOURI PREFERENCE:** Bidders are encouraged to purchase commodities and tangible property manufactured, produced, or grown within the local area and in State of Missouri and from all firms, corporations, or individuals with licensed businesses in the State of Missouri. This guideline pertains to all commodities and tangible property when quality is equal or better and the delivered price is the same or less, or when competing bids, in their entirety, is comparable.
- 1.20 CITY SEAL, FLAG AND LOGO:** In accordance with City of Wentzville Ordinance No. 2633, the City of Wentzville logo is a registered trademark. The City logo is not to be used in bid submissions or advertisements. The Bidder agrees that it shall not use in any form or medium the name of the City for any advertising unless it receives the prior written consent of the Board of Aldermen of the City.

1.21 The City of Wentzville hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## PART TWO - SPECIFICATIONS

### 2.1 GENERAL INFORMATION

A. **Schedule:** The following schedule of events is anticipated by the City. The City may, at its' discretion, revise the schedule of events at any time as may be in the best interests of the City.

|                                     |                             |
|-------------------------------------|-----------------------------|
| Publish the Invitation for Bid      | January 9, 2017             |
| Deadline for Questions from Bidders | January 17, 2017            |
| City's Response to Questions        | January 18, 2017            |
| Bid Due Date                        | January 25, 2017 at 2:00 PM |

B. **Delivery:** The Bidder shall deliver in accordance with the contracted delivery time specified in the bid or City-issued Purchase Order. Noncompliance with this specification may be viewed as noncompliance with the bid specifications. Failure of the Bidder to complete delivery as stated in the bid; the City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not completed within the time frame(s) specified in the bid. If the Bidder fails to complete authorized deliveries as specified; the City reserves the right to obtain goods and services by any means the City deems necessary to fulfill the City's requirements. The Bidder shall be required to reimburse the City the cost differential of the City's payment for goods and services and that of the contracted price. Delivery shall be **F.O.B. Destination** to the addresses indicated in this IFB.

C. **Inspection and Acceptance:** No goods or materials received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said goods or materials. All goods or materials which are discovered to be defective, or which do not conform to any warranty of the Bidder herein, upon inspection, or at any later time if the defects were not reasonably ascertainable upon the initial inspection, may be returned at the Bidder's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods or materials shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

### 2.2 FUN TIMES BROCHURE

A. The City will provide the Fun Times brochure as an Adobe.pdf document to the Firm. City authorized personnel must approve all proofs prior to publication. Firm shall be able to complete the full printing process, beginning with receiving PDF file from graphic designer to ready for labeling and bundling, within 6 business days from receipt of PDF file.

Digital Samples can be viewed at [www.wentzvillemo.org](http://www.wentzvillemo.org) under Government, Communications, Parks and Recreation Guide. Hard copies can be viewed at City Hall, 310 W. Pearce Blvd, Wentzville, MO 63385. Exhibit A is a PDF version of a past brochure.

**B. Software:** The Firm is responsible for conforming to the software used by the City.

- Adobe InDesign
- Adobe Illustrator

**C. Brochure Details:**

|                   |                                                                         |
|-------------------|-------------------------------------------------------------------------|
| Number of pages:  | 28 pages + cover = estimated 32 pages                                   |
| Additional pages: | fee to add additional four pages, if necessary                          |
| Bindery:          | saddle stitch                                                           |
| Presswork:        | CMYK (cyan, magenta, yellow and key-black) Color throughout with bleeds |
| Proofs:           | electronic and hard proofs                                              |
| Quantity:         | 18,000 estimated                                                        |
| Size:             | Printed on 11" X 17", folded to 8.5" X 11" finished size                |
| Stock:            | 70# gloss text, all pages                                               |
| Overruns:         | Maximum of 25 overruns per publication                                  |

**D. Time Schedule:** The City will forward electronic document to Firm. The Firm shall provide City with proof no later than three (3) business days after receipt of the electronic document.

**E. Addressing:** The Firm will address brochures according to the City's specifications. Currently, the City has approximately 16,000 brochures printed with ECRWSS (Extended Carrier Route Walking Sequence Saturation) Postal Customer Wentzville, MO 63385 and approximately 2,000 unaddressed (a portion of the unaddressed brochures will go to the mailer and the balance will be delivered to Progress Park).

**F. Shipping:**

1. The Firm shall ensure receipt of finished product at the City's specified mail service vendor within four (4) to six (6) business days after proof approval. The Firm shall deliver in accordance with the contracted delivery time for each publication. All orders must be shipped FOB Destination.
2. *OPTIONAL* The Firm shall ensure the mailing of approved publication according to the City's address instructions within seven (7) business days after proof approval.
3. For each publication, the balance of the unaddressed copies of the brochure shall be FOB Progress Park, 968 Meyer Rd., Wentzville, MO 63385. The quantity shall be determined by the City at the time of publication.

**G. Cost for changes requested after proof to the City is supplied and if there are additional costs; indicate whether they are per change or per page with a change on it.**

- H. Can be bid as printing and ship to a bulk mailing company; or printing, labeling, bundling, and post office drop together.
- I. If also bidding on labeling, bundling, and drop at post office, must be able to complete that portion of the project within four (4) to six (6) business days.
- J. Cost for additional 4 pages if needed with same print specifications as indicated for the 28-page newsletter.

**2.3 VISION NEWSLETTER**

- A. The City will provide the Vision Newsletter as an Adobe.pdf document to the Firm. City authorized personnel must approve all proofs prior to publication. Firm shall be able to complete the full printing process, beginning with receiving PDF file from graphic designer to ready for labeling and bundling, within 6 business days from receipt of PDF file.

Digital Samples can be viewed at [www.wentzvillemo.org](http://www.wentzvillemo.org) under Government, Communications, City Newsletter. Hard copies can be viewed at City Hall, 310 W. Pearce Blvd., Wentzville, MO 63385. Exhibit B is a PDF version of a past newsletter.

- B. **Software:** The Firm is responsible for conforming to the software used by the City.
  - Adobe InDesign
  - Adobe Illustrator

**C. Newsletter Details:**

|                   |                                                                         |
|-------------------|-------------------------------------------------------------------------|
| Number of pages:  | 8-page newsletter                                                       |
| Additional pages: | fee to add additional four pages, if necessary                          |
| Bindery:          | saddle stitch                                                           |
| Presswork:        | CMYK (cyan, magenta, yellow and key-black) Color throughout with bleeds |
| Proofs:           | electronic and hard proofs                                              |
| Quantity:         | 18,000 estimated                                                        |
| Size:             | Printed on 11" X 17", folded to 8.5" X 11" finished size                |
| Stock:            | 80# Gloss/Text                                                          |
| Overruns:         | Maximum of 25 overruns per publication                                  |

- D. **Time Schedule:** The City will forward electronic document to Firm. The Firm shall provide City with proof no later than three (3) business days after receipt of the electronic document.
- E. **Addressing:** The Firm will address newsletters according to the City's specifications. Currently, the City has approximately 16,000 newsletters printed with ECRWSS (Extended Carrier Route Walking Sequence Saturation) Postal Customer Wentzville, MO 63385 and approximately 2,000 unaddressed.

**F. Shipping:**

1. The Firm shall ensure receipt of finished product at the City's specified mail service vendor within four (4) to six (6) business days after proof approval. The Firm shall deliver in accordance with the contracted delivery time for each publication. Pricing must be included in bid pricing. All orders must be shipped FOB Destination.
2. OPTIONAL - the Firm shall ensure the mailing of approved publication according to the City's address instructions within seven (7) business days after proof approval.
3. For each publication, a portion of the unaddressed copies shall be FOB City of Wentzville, 310 W. Pearce Blvd., Wentzville, MO 63385.

**G.** Cost for changes requested after proof to the City is supplied and if there are additional costs; indicate whether they are per change or per page with a change on it.

**H.** Can be bid as printing and ship to a bulk mailing company; or printing, labeling, bundling, and post office drop together.

**I.** If also bidding on labeling, bundling, and drop at post office, must be able to complete that portion of the project within four (4) to six (6) business days.

**J.** Cost for additional 4 pages if needed with same print specifications as indicated for the 8-page newsletter.

**2.4 THE BIZ NEWSLETTER**

**A.** The City will provide the Biz Newsletter as an Adobe.pdf document to the Firm. City authorized personnel must approve all proofs prior to publication. Firm shall be able to complete the full printing process, beginning with receiving PDF file from graphic designer to ready for labeling and bundling, within (6) six business days from receipt of PDF file.

Digital Samples can be viewed at [www.wentzvillemo.org](http://www.wentzvillemo.org) under Government, Communications, Economic Development News. Hard copies can be viewed at City Hall, 310 W. Pearce Blvd, Wentzville, MO 63385. Exhibit C is a PDF version of a past newsletter.

**B. Software:** The Firm is responsible for conforming to the software used by the City.

- Adobe InDesign
- Adobe Illustrator

**C. Newsletter Details:**

|                   |                                                                         |
|-------------------|-------------------------------------------------------------------------|
| Number of pages:  | 4-page newsletter                                                       |
| Additional pages: | fee to add additional four pages, if necessary                          |
| Bindery:          | saddle stitch                                                           |
| Presswork:        | CMYK (cyan, magenta, yellow and key-black) Color throughout with bleeds |
| Proofs:           | electronic and hard proofs                                              |
| Quantity:         | 600 estimated                                                           |



Size: Printed on 11”X17”, folded to 8.5” X 11” finished size  
Stock: 80# Dull/Matte  
Overruns: Maximum of 25 overruns per publication

- D. Time Schedule:** The City will forward electronic document to Firm. The Firm shall provide City with proof no later than three (3) business days after receipt of the electronic document.
- E. Addressing:** The Firm will address newsletters according to the City’s specifications. Currently, the City has approximately 600 newsletters printed and specified business addresses will be provided for each mailing.
- F. Shipping:**
1. The Firm shall ensure receipt of finished product at the City’s specified mail service vendor within four (4) to six (6) business days after proof approval. The Firm shall deliver in accordance with the contracted delivery time for each publication. Pricing must be included in bid pricing. All orders must be shipped FOB Destination.
  2. OPTIONAL - the Firm shall ensure the mailing of approved publication according to the City’s address instructions within seven (7) business days after proof approval.
  3. For each publication, the mailer will provide extras back to the City.
- G.** Cost for changes requested after proof to the City is supplied and if there are additional costs; indicate whether they are per change or per page with a change on it.
- H.** Can be bid as printing and ship to a bulk mailing company; or printing, labeling, bundling, and post office drop together.
- I.** If also bidding on labeling, bundling, and drop at post office, must be able to complete that portion of the project within four (4) to six (6) business days.
- J.** Cost for additional 4 pages if needed with same print specifications as indicated for the “regular” 4-page newsletter.

**PART THREE - PRICING PAGE**

The Bidder shall provide the following bid prices for providing publications and services in accordance with the provisions and requirements stated herein. All costs (shipping/handling, personnel, time, travel, fuel, fuel surcharge, vehicles, mileage, reporting, printing or other costs) associated with providing the services listed below shall be considered incidental and are to be included in the bid price. **Deliveries shall be FOB Destination.**

**The City reserves the right to award to different bidders on each publication and to award the mailing portion separately.**

**PRINTING**

| Description                                   | Qty per Publication | Price per publication                  | Number of Publications | Extended Price |
|-----------------------------------------------|---------------------|----------------------------------------|------------------------|----------------|
| <b><u>Fun Times Brochure</u></b>              | 18,000              | \$ _____                               | 3 per year             | \$ _____       |
| Additional Brochures                          | 200                 | \$ _____                               | 3 per year             | \$ _____       |
| Additional 4 pages if needed                  | 18000               | \$ _____                               | Up to 3 per year       | \$ _____       |
| Add 4-6 page insert                           | 18000               | \$ _____                               | Up to 3 per year       | \$ _____       |
| Add 1 double-sided postcard insert            | 18000               | \$ _____                               | Up to 3 per year       | \$ _____       |
| Cost for changes made after proof is supplied |                     | \$ _____/page<br>or<br>\$ _____/change |                        |                |
| <b><u>Vision Newsletter</u></b>               | 18,000              | \$ _____                               | 6 per year             | \$ _____       |
| Additional Newsletters                        | 200                 | \$ _____                               | 6 per year             | \$ _____       |
| Additional 4 pages if needed                  | 18000               | \$ _____                               | Up to 6 per year       | \$ _____       |
| Cost for changes made after proof is supplied |                     | \$ _____/page<br>or<br>\$ _____/change |                        |                |
| <b><u>The Biz Newsletter</u></b>              | 600                 | \$ _____                               | 4 per year             | \$ _____       |
| Additional Newsletters                        | 200                 | \$ _____                               | Up to 4 per year       | \$ _____       |
| Additional 4 pages if needed                  | 600                 | \$ _____                               | Up to 4 per year       | \$ _____       |
| Cost for changes made after proof is supplied |                     | \$ _____/page<br>or<br>\$ _____/change |                        |                |

**INCLUDE SAMPLES OF SIMILAR PUBLICATIONS WITH BID**

**PART THREE - PRICING PAGE (continued)**

**RENEWALS**

Percentage increase based on previous year for 2<sup>nd</sup> Contract Year: \_\_\_\_\_% if any

Percentage increase based on previous year for 3<sup>rd</sup> Contract Year: \_\_\_\_\_% if any

Percentage increase based on previous year for 4<sup>th</sup> Contract Year: \_\_\_\_\_% if any

**OPTIONAL MAIL SERVICE – The City reserves the option to award the printing and mail service separately.**

| Description                                                                                                                   | Qty per Publication | Price per publication | Number of Publications | Extended Price |
|-------------------------------------------------------------------------------------------------------------------------------|---------------------|-----------------------|------------------------|----------------|
| <b>Fun Times Brochure –</b><br>Printed with ECRWSS Postal Local Customer and ship to a bulk mailing company or Post Office    | 16,000              | \$_____               | 3 per year             | \$_____        |
| <b>Fun Times Brochure –</b><br>Out of Area addresses will be provided by City. Firm to print and affix addresses as specified | 2,000               | \$_____               | 3 per year             | \$_____        |
| <b>Fun Times Brochure –</b><br>*Extras as indicated by the City per issue and delivered to Progress Park                      | *                   | \$_____/100           | 3 per year             | \$_____        |
| <b>Vision Newsletter –</b><br>Printed with an ECRWSS label and ship to a bulk mailing company                                 | 16,000              | \$_____               | 6 per year             | \$_____        |
| <b>Vision Newsletter –</b><br>Out of Area addresses will be provided by City. Firm to print and affix addresses as specified  | 2,000               | \$_____               | 6 per year             | \$_____        |
| <b>Vision Newsletter –</b><br>*Extras as indicated by the City per issue and delivered to City Hall                           | *                   | \$_____/100           | 6 per year             | \$_____        |
| <b>The Biz –</b> Addresses provided by the City for each issue.                                                               | 600                 | \$_____               | 3 per year             | \$_____        |

Company Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

**PART THREE - PRICING PAGE (continued)**

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

State in which bidding company is incorporated: State of \_\_\_\_\_ and the State

Registration Number: \_\_\_\_\_

**PART FOUR - BID EVALUATION AND AWARD**

**4.1 Method of Award:**

The solicitation shall be awarded to the lowest, responsive, responsible bidder. The City reserves the right to reject any or all bids, or portions thereof, to waive technicalities or deficiencies in any or all the bids. The City of Wentzville reserves the right to cancel this IFB in part or in its entirety. This IFB does not commit the City of Wentzville to award a contract or to pay any costs to bidders in preparation of their bid.

The responsiveness of the bidder shall be determined by the City based whether their bid fully confirms in all material respects to the solicitation and all of its requirements, including all form and substance; as well as quality and quantity of the fireworks.

The responsibility of the bidder shall be determined by the City based on whether the bidder is capable of meeting all of the requirements of the solicitation and subsequent contract; possesses fully capability, including financial and technical, to perform as contractually required; and the quality and performance of previous contracts or services.

**4.2** Before providing the City with the item(s), Seller must receive a properly authorized Purchase Order.

**4.3 Acknowledgement of Contract:**

The successful bidder shall be required to complete the City of Wentzville Agreement at the time of Award. A notice of award issued by the City does not constitute an authorization for printing of brochures or newsletters. Items will be ordered as needed.

**NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER**

State of Missouri )  
S.S.  
County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. They are the (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such bid is genuine and is not a collusive or sham bid; and that all statements made and fact set out in the Proposal are true and correct;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest including this affidavit, has in any way colluded, considered, connived, or agreed, directly or indirectly with any other bidder, firm, or person, to submit a sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract; or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other bidder, or to fix the overhead, profit, or cost element of the Bid price of the other bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Wentzville or any person interested in the Proposed Contact.
5. The price or prices quoted in the attached Bid are fair and proper, and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and
6. They further certify that bidder is not financially interested in or financially affiliated with any other Bidder on this project.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



**Presented as Sample**  
**AGREEMENT FOR SERVICES**  
**CONTRACT #17-008**

THIS AGREEMENT (this "Agreement"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between \_\_\_\_\_, a \_\_\_\_\_ having a principal office at \_\_\_\_\_ (the "Firm"), and the City of Wentzville, a Missouri municipal corporation located in St. Charles County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

**RECITALS**

- A. In response to IFB #17-008 of the City requesting bids for Brochure and Newsletter Printing Services and/or mailing, the Firm has submitted a certain bid in accordance with the Proposed Documents to perform the Services.
- B. After due consideration, the City has accepted the Bid of the Firm and the parties hereto desire to enter into this Agreement whereby the Firm shall undertake the performance of the Services in accordance with the Contract Documents and the City shall pay the Firm as hereinafter specified.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Firm hereby agree as follows:

- 1. **Contract Documents:** This Agreement shall consist of: (i) IFB #17-008 including, without limitation:
  - a. Invitations for Bid
  - b. Firm's Bid and Pricing Page
  - c. Affidavit of Non-Collusion
  - d. Executed Agreement
  - e. Affidavit of Participation in Federal Work Authorization Program Form
  - f. E-Verify with Electronic Signatures
  - g. Terms and Conditions
  - h. Scope of Services
  - i. Notice of Award (issued by City)

and shall also include any Exhibits to the above documents, any Addenda issued prior to receipt of bid Bids, any duly-issued Modifications, and all other documents contained or specified within the specifications, details or job special provisions, as such may be on file in the office of the Procurement Department and Office of the City Clerk of Wentzville, Missouri (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference). When any

provision(s) of the contract documents conflict, the provision(s) most advantageous to the City shall govern.

2. **Term:** The term of this contract shall be from date of award through one year, with City reserving the option to renew for three additional consecutive one-year periods, subject to the “Multi-year contracts; Non-appropriation” provisions of the attached General Conditions. Upon expiration of the last term, the agreement will continue on a month-to-month basis until the City is able to obtain a new agreement through the process dictated by the City Procurement Policy.
3. **Scope of Services:** Firm Services to include all services set forth in the Scope of Services, Part Two of the Invitations for Bid (the “Services”).

Except as expressly specified herein, Firm hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the services which are particularly described as set forth in the Scope of Services, Part Two of the Invitations for Bid. All Services shall be in conformance with all applicable policies of the City and laws of Missouri applicable to 4<sup>th</sup> class cities, all federal laws and requirements and all rules and regulations thereunder, and the generally accepted standard of care.

The above described Services shall be provided by the Firm in accordance with all the provisions of this Agreement, City policies and attached City of Wentzville General Conditions for the Services, attached to the Invitations for Bid and incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

4. **Payment:** The City hereby agrees to pay the Firm in accordance with the Agreement for satisfactory performance at the prices shown on the Pricing Page.

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City within thirty (30) days of receipt of an invoice received after satisfactory performance of the Services. Payment Terms are net 30 days. Remit Address is City of Wentzville, Accounts Payable, 5 W. Pearce Blvd., Wentzville, MO 63385.

5. **Attorney Fees’ and Costs:** The Firm shall reimburse to the City any costs and attorneys’ fees that the City may reasonably incur in pursuit of any remedies at law or equity or enforcement of any rights established in this Agreement, which may result from the Firm’s breach of the Agreement, the Firm’s failure to perform any obligation or requirement contained herein, or the City’s enforcement of this Agreement.
6. **Other Representations, Warranties and Other Covenants by the Firm:** The Firm represents and warrants that the Firm has been engaged in such work as is required for the Services and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Firm has sufficient expertise, knowledge, information and data, and engages sufficient personnel

to perform the Firm's obligations under this Agreement. The Firm further represents and warrants that the Firm is an equal opportunity employer. The Firm agrees that the Firm shall not use in any form or medium the name of the City for any advertising unless the Firm receives the prior written consent of the City.

7. **Amendment; Waiver:** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.
  
8. **Termination:** The City shall have the right to terminate this Agreement at any time for any reason by giving the Firm written notice to such effect. The City shall pay to the Firm in full satisfaction and discharge of all amounts owing to the Firm under this Agreement an amount equal to the cost of all Services performed by the Firm up to such termination date, less all amounts previously paid to the Firm on account of this Agreement Price. The Firm shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Firm for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.
  
9. **Severability:** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

FIRM

\_\_\_\_\_

CITY OF WENTZVILLE, MISSOURI

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## TERMS AND CONDITIONS

**Independent Firm.** The Firm shall be and operate as an independent Firm in the performance of this Agreement. The Firm shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Firm shall be employees of said Firm and not employees of the City in any respect.

**Compliance with Laws.** The Firm shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of this Agreement. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Services, the Firm shall notify the City of the nature and impact of such conflict.

**Subcontracts.** The Firm shall not subcontract any of the Services to be performed by it hereunder without the express written consent of the City, except as provided herein. In the event Firm utilizes a subcontractor, the Firm shall ensure that any agreement between Firm and such subcontractor complies with all requirement imposed for such agreement by federal, state, and local law. In addition, this Agreement shall not be assigned by the Firm.

If the Firm submits invoices to the City which include payments to be made on account of work performed by a subcontractor, such payments shall be conditioned upon submission by the Firm of waiver of liens, or such other documents satisfactory to the City to protect the City's title to land, buildings, or improvements or to otherwise protect the City's interest. By submitting an invoice to the City, the Firm warrants and guarantees that title to all land, buildings or improvements which may be subject to a lien under 429.015 RSMo., upon the receipt of such payment by the Firm, will not be subject to a lien under 429.015 RSMo.

**Indemnification.** To the fullest extent permitted by law, the Firm agrees to defend with counsel approved by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of this Agreement or out of services negligently performed hereunder by the Firm, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Firm under the terms of this agreement. The Firm shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, the Firm agrees that this indemnification requires the Firm to obtain insurance in amounts specified herein and that the Firm has had the opportunity to recover the costs of such insurance in the compensation set forth in this Agreement.

No Aldermen, officer, administrator, director, board member, or employee of the City shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement. The Firm shall look solely to the City for the satisfaction of any claims the Firm may have arising under this Agreement.

**Insurance.** The Firm shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the Invitations for Bid, if any, otherwise in the amounts required by the City, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo., as amended, applicable to political subdivisions. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the

City. In addition to the foregoing, the Firm shall maintain Professional Liability “errors and omissions” insurance in the form for the coverages satisfactory to City as indicated in the Invitations for Bid, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.610 RSMo. applicable to political subdivisions unless otherwise approved by the City. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Firm's services, as determined by the City, shall be named as additional insured on a primary and non-contributory basis, with duty of defense on all insurance policies required hereunder.

**Nondisclosure/Confidentiality.** The Firm agrees that it will preserve the confidentiality of all City data and account information and will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

**Changes.** No change in this Agreement shall be made except in writing prior to the change in Services or terms being performed. The Firm shall make any and all changes in the Services without invalidating this Agreement when specifically ordered to do so in writing by the City. The Firm, prior to the commencement of such changed or revised Services, shall submit promptly to the City, a written cost or credit proposal for such revised Services. If the City and the Firm shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of the Firm, upon written notice from the City, to immediately proceed with such alteration or change, and the Firm shall be compensated the reasonable value of such Services. **No work or change shall be undertaken or compensated for without prior written authorization from the City and shall be subject to any required approval from state or federal departments or agencies.**

**Multi-year contracts; Non-appropriation.** Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an “**Event of Non-appropriation**”), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

**Accounting.** During the period of this Agreement, the Firm shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Firm.

**Other Firms.** The City reserves the right to employ other Firms in connection with the Services.

**Invitations for Bid.** If the City issued Invitations for Bid in connection with the Services, such Invitations for Bid and the proposal of the Firm in response thereto are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the Invitations for Bid and the executed Firm/Services Agreement or proposal of the Firm, the requirements of the City's Invitations for Bid and this executed Firm/Professional Services Agreement shall control and supersede unless a change thereto is specifically stated in this Agreement.

**Work Records and Work Product.** The Firm shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all

deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Firm created in performance of or relating to this Agreement. The Firm agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product. Upon termination of this Agreement, the Firm shall promptly deliver to City any documents, and work product, whether printed or electronic.

**Personnel.** The Services shall be performed exclusively by the personnel of the Firm identified in the Firm's proposal and no other personnel of the Firm shall perform any of the Services without the express written approval of the City.

**Compliance with State Immigration Statutes.** As a condition for the award of this Agreement, the Firm 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 Services. The Firm shall also sign an (Affidavit of Participation in Federal Work Authorization Program) affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Services. The Firm shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

**Representations.** The Firm agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree this Agreement represents the entire agreement between the parties.

**Governing/Choice of Law; Jurisdiction.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws, and shall be deemed to be executed and performed in the County of St. Charles, Missouri. Any legal action arising out of, or relating to this Agreement, shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive jurisdiction and venue over them by a court of competent jurisdiction located in the County of St. Charles, Missouri or the U.S. District Court for the Eastern District of Missouri.

**Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.