



REQUEST FOR PROPOSAL

RFQ #008-2018

THIS IS NOT AN
ORDER

RETURN
TO

Carolyn Halverson
Director of Finance
City of Willard
224 W Jackson
Willard, MO 65781

Date Issued: August 20, 2018

Email: cfo@cityofwillard.org
Telephone Number: 417-742-5301
Fax Number: 417-742-3080

DUE DATE: September 19, 2018

QUOTATIONS MUST BE PHYSICALLY RECEIVED IN CITY HALL PRIOR TO 3:00 P.M. ON Wednesday, September 19, 2018.

Proposals will be opened by the Buyer at the location listed above.

- Proposals shall be submitted on the forms provided and must be manually signed.
- Proposals shall be submitted with the RFQ number clearly indicated.
- Proposals and all required documentation may emailed to cfo@cityofwillard.org.
- Proposals 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.

Copier Leases/Purchase

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 Proposals promotes competitive bidding. It shall be the Vendor's responsibility to advise the City of Willard 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 City of Willard not later than three (3) days prior to the bid opening date.

**CITY OF WILLARD
INSTRUCTION TO BIDDERS**

01. Opening Location

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

02. RFP Delivery Requirements

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

03. Sealed and Marked

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

City of Willard
Attn: Carolyn Halverson
224 W. Jackson
Willard, MO 65781

04. Legal Name and Signature

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

06. Clarification and Addenda

Each bidder shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the City of Willard in writing or through email. The City of Willard 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 Proposal, to contact the City of Willard at phone number 417-742-5301 to check for addenda.

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

08. Irrevocable Offer

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

09. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a Proposal which conforms in all material respects to the requirements set forth in the Request for Proposal. 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 Proposal to sell/lease 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 Proposal 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 Administrator.

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 RFP, 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 Quotation is submitted and shall be further disqualified from submitting any future RFPs.

15. Collusion

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

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for 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 Proposal 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 Proposal for restricting competition.
- d. The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered.
- 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 Proposal 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. RFP Forms, Variances, Alternates

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

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

20. Modifications or Withdrawal of Proposal

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

21. No Bid

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

22. Errors in Proposals

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposals; 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 Proposal, the unit price shall govern.

23. Prices Proposed

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 Proposal, the unit price of the Proposal 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 Proposal price and not shown separately. The price as shown on the Proposal 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 RFP 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 Proposals 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 Proposal. The absence of listed deviations at the time of submittal of the Proposal 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 RFP. 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 City of Willard" and each sample shall bear the name of the bidder, item number, Proposal 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 Proposal.

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 12494461.

31. Awards

- a. Unless otherwise stated in the Request for Proposal, 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 Proposals or waive any minor irregularity or technicality in Proposals received.
- c. Award(s) will be made to the Bidder whose Proposal (1) meets the specifications and all other requirements of the Request for Proposal and (2) is the lowest and best Proposal, 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 Proposal 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 Proposals 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 Proposal.

38. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Proposal, 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 Proposal authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Request for Proposal 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 RFP and agrees to provide an affidavit to the City of Willard affirming that they have not, and will not in connection with the RFP, 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 #006-2013
SPECIFICATIONS

The City of Willard desires to lease three (3) copiers; one for City Hall, one for the Police Department, and one for the Parks Department. The City desires to use an existing competitively bid, cooperative contract which can be utilized by public entities.

Below is a schedule of approximate monthly copy usages:

| | B&W | Color | Speed |
|-------------|--------|-------|-------------------|
| City Hall | 20,000 | 3,600 | 45 PPM or greater |
| Police Dept | 10,000 | -0- | 25 PPM or greater |
| Parks Dept | 5,000 | -0- | 25 PPM or greater |

The City wishes to lease through the manufacturer or the company utilizing a municipal lease (\$1.00 buy-out).

Please complete the included questionnaire and attach quote to include lease pricing, copy costs, removal costs at end of lease term and any other costs that would apply, as well as contract information, brochure, and details of training program.

The City would ask that all lease terms be for sixty (60) months.

In addition, the City requests that purchase prices be provided for all units plus a maintenance program for each using the schedule of approximate monthly copy usages.

**CITY OF WILLARD
STATEMENT OF "NO QUOTATION"
RFP #008-2018**

**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 **RFP #008-2018** FOR **Copier Leases** 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: _____