



City of Wentzville

Request For Quotation Sports Equipment

Purchasing Office
5 W. Pearce Blvd
Wentzville, MO 63385
Office: (636) 639-2026
Fax: (636) 639-2029
www.wentzvillemo.org

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**CITY OF WENTZVILLE
PARKS & RECREATION DEPARTMENT
WENTZVILLE, MO 63385**

**BID NOTICE
REQUEST FOR QUOTATION**

**RFQ: B12WZ003
TITLE: SPORTS EQUIPMENT**

RETURN BID TIME AND DATE: 2:00 P.M. FEBRUARY 3, 2012

CONTRACT PERIOD: DATE OF AWARD THROUGH THREE YEARS

MAILING INSTRUCTIONS: Print or type **RFQ Number, Return Due Date, and Title** on the lower left hand corner of the envelope or package. Delivered sealed bids must be in the Purchasing Office by return bid date and time.

**RETURN BID TO: BID SOLICITATION # B12WZ003
PURCHASING OFFICE
5 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 RFQ 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 NAME | (Individual Or Partnership Or Corporation) STATE OF: |
| MAILING ADDRESS | PHONE NO. |
| CITY, STATE, ZIP | FAX NO. |
| FEDERAL EMPLOYER ID NO. | SSN (IF FEIN IS NOT APPLICABLE) |
| EMAIL ADDRESS | WEBSITE (IF APPLICABLE) |

SPORTS EQUIPMENT

A. INTRODUCTION AND GENERAL INFORMATION

1. This document constitutes a request for price quotation for competitive sealed bids from prospective bidders for the purchase of sports equipment for the Parks Department, Wentzville, MO 63385, hereinafter referred to as "City" in accordance with the requirements and provisions stated herein.
2. Bidders who desire a copy of the bid tabulation shall provide an email address. Bid tabulation copies will not be distributed via telephone, fax, or mail.
3. 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 which do not comply with the requirements and the specifications, are subject to rejection without clarification.
4. Schedule Of Events:
This Request for Quotation (RFQ) will be governed by the following schedule:

| | |
|--------------------------------|-------------------|
| Release of RFQ | January 13, 2012 |
| Deadline for Written Questions | January 23, 2012 |
| Responses to Questions | January 25, 2012 |
| Bids are Due | February 3, 2012 |
| Notification of Award | February 24, 2012 |

5. Questions and Updates:

Bidders are encouraged to submit written questions through the Purchasing Office, Alice Winkelman, at alice.winkelman@wentzvillemo.org. All questions submitted from potential Bidders will be responded to in writing. In order to ensure all potential respondents receive the same information, the City will post its response for any supplemental information requested on the City's website www.wentzvillemo.org/bidding-opportunities.aspx. **Bidders are responsible for checking the City's website for the issuance of any amendments.** The Bidding Opportunities website shall be the official site for RFQ correspondence and the information as related to this RFQ. 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.

6. The City of Wentzville for this RFQ will not accept bid submissions by fax or email.

7. For bids with a value of \$25,000 or greater: All Bidders are to include within their bid submission a City of Wentzville Business, if available, as a subcontractor and the potential dollar value of the goods and/or services to be purchased as related to this solicitation. When there is not a City of Wentzville business source available to show the same within the bid submission.
8. After award, Bidders whose bid is not selected for award may request to review all bids submitted and other documentation related to the award of this contract. This review may include, if requested, a meeting with staff to gain an understanding as to why their bid was not selected as the best overall bid that met the best interests of the City.

B. CONTRACTUAL REQUIREMENTS

1. Contract Period – The contract shall be awarded for a three (3) year period from the date of award. During the contracted period the Contractor shall not have the right to modify the contracted price unless authorized in writing by the City of Wentzville’s Purchasing Administrator.
2. Mandatory Requirements

All bids must include the below documents for the Bidder’s submitted bid to be considered in the evaluation of bids. The documentation must be completed in total. Bidders are encouraged to address the documentation immediately upon receipt of the bid. **Failure of a Bidder to submit the below completed documentation in the original bid submission will result in the Bidder’s bid to not to be considered for evaluation.**

 - Non-Collusive Affidavit of Prime Bidder
 - Business registration information on file with the Secretary of State, as applicable to the state where the business headquarters is located.
3. Bidders must submit one (1) original bid and two (2) copies of the bid for a total of three (3) copies. Failure of the Bidder to submit the required copies of the Bidder’s response could result in the Bidder being charged for additional copies. There would be a 25 cent charge for each page of the Bidder’s response.
4. Any information provided to a Bidder outside of the procedural guidelines of this RFQ shall be considered not to be valid and will not be considered during the evaluation process.
5. The City may add, delete, or amend services as it may deem advisable. Any and all addendums or amendments as related to this RFQ must be processed and approved through the City’s Purchasing Division to be applicable to this RFQ. After award of contract, the City reserves the right to expand the product items on an as-needed basis as deemed in the best interest of the City.
6. Product Specifications – Refer to the Pricing Pages included in this Request for Quotation (RFQ).

7. Safety Standards – The sports equipment as shown in this RFQ must comply with all safety standards as related to the National Operating Committee on Standards for Athletic Equipment (NOCSAE) guidelines. More information is available on their website, www.nocsae.org .
8. Supporting Documentation – **Bidder is required to provide the latest edition of product catalog pages, detailed product specification sheet(s), or similar product information with the bid submission.** Failure to do so could result in the rejection of the Bidder's bid submission.
9. Deviation of Product Specification – **Any bidder deviating from the product specifications must provide supportive documentation explaining such deviation. The supportive documentation is required with the bid submission.**
10. Description of Product – The bidder should present a detailed description of the sports equipment submitted in the response to the RFQ. It is the bidder's responsibility to make sure all sports equipment products in the bid submission are adequately described in order to conduct an evaluation of the bid to insure its compliance with the City's specifications. It should not be assumed that the evaluator has specific knowledge of the products submitted; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.
11. Price: All prices shall be as indicated on the Pricing Pages. The City shall not pay nor be liable for any other additional costs including but not limited to **fuel surcharges**, taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.
12. Payment Terms: Contractor shall be paid the amount quoted on the Pricing Page. The Contractor shall submit all invoices complete with necessary support documentation to City and City shall make payment in a lump sum within 30 days of receipt of an invoice after satisfactory performance of the delivery and receipt of the products as shown on the Pricing Page.
13. Multiple Order Quantities: The quantities indicated in this Request for Quotation are the estimated quantities for Multiple Order Purchases. The solicitation is to cover multiple purchase orders throughout the contract period.
14. Delivery Performance:
The contractor shall deliver in accordance with the contracted delivery time seventy-two (72) hours upon receipt of an authorized purchase order by the City. **All orders must be shipped F.O.B. Destination to Parks & Recreation Department, 968 Meyer Rd, Wentzville, MO 63385.** All deliveries must be coordinated with the City's Parks Department. All deliveries are to be made during normal working hours (except holidays) between 8:00 a.m. and 3:30 p.m. Monday through Friday; unless directed otherwise by the City's Parks Department.

15. Inspection and Acceptance

No commodities, supplies and/or equipment received by the City pursuant to a contract shall be deemed accepted until the City has had reasonable opportunity to inspect the commodities, supplies and/or equipment.

16. Noncompliance with Delivery – Failure of the contractor to complete delivery as stated in paragraph 14; 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 referenced paragraph. If the Contractor fails to complete authorized deliveries as specified; the City reserves the right to purchase sports equipment by any means the City deems necessary to fulfill the City's requirements. The Contractor shall be required to reimburse the City the cost differential of the City's payment for sports equipment and that of the contracted price.

17. Buy American:

Bidders are encouraged to purchase American-made equipment and products.

18. Buy City of Wentzville and State of Missouri Preference:

Departments 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 City of Wentzville and 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.

19. Cooperative Purchasing, Other Government Entity – Other government entities or a sports association affiliated with the Parks and Recreation Department of the City of Wentzville who desire to purchase sports equipment from this contract shall have the right to do so under the terms and conditions of this contract. Those entities that desire to use this contract shall be entitled to receive the same pricing as stated herein.

C. BID EVALUATION AND CONTRACT AWARD

1. In accordance with Wentzville/Title 1, Government Code, Chapter 142, Resolution 11-400, the City shall award the contract to the "best" bid, not necessarily the lowest bid. The contract award shall be based on the bid submission and additional information provided that, in the City's sole discretion, best meets the interests and requirements of the City. The City reserves the right, in its sole discretion, to reject any or all bids, or portions thereof, to waive technicalities or deficiencies in any or all the bids.
2. The price evaluation shall be based on the prices provided by the Bidder on the Pricing Pages. Objective price evaluation points shall be determined per the chart below.

3. After determining that a bid satisfies the mandatory requirements, the evaluator(s) shall review all bids as per the evaluation criteria scoring table and award the contract to the best bid(s) meeting specified requirements:

| | |
|--------------------|--|
| Total Cost | Lowest Bidder – 90 points 2 nd Lowest - 85 points 3 rd Lowest - 80 points and so forth |
| Location of Bidder | City of Wentzville 10 points St Charles County 6 points Missouri 3 points Other 0 points |
| Total | 100 points |

4. Acknowledgement of Contract – The successful bidder shall be required to complete the City of Wentzville Agreement of Services at the time of Award. A sample of the Agreement is attached and is not to be completed and submitted with bid submission. This document is provided as information until such time the contract is awarded.
5. Notice of Award - A notice of award issued by the City does not constitute an authorization for shipment of sports equipment. Before providing sports equipment for the City, the contractor must receive a properly authorized purchase order.

SPORTS EQUIPMENT

PRICING PAGE

Bidders are required to complete the Pricing Pages and supporting documentation with bid (See paragraph 8). Any bidder deviating from the product specifications must submit supportive documentation with their bid explaining the deviation (See paragraph 9).

ALL BID PRICES SHALL BE F.O.B. DESTINATION

| DESCRIPTION | UNIT | BID PRICE & PART NO. Date of Award through 02-29-2013 | BID PRICE & PART NO. 03-01-2013 through 02-28-2014 | BID PRICE & PART NO. 03-01-2014 through 02-28-2015 |
|--|-------------|--|--|--|
| RUBBER THROW DOWN BASES (includes 1st, 2nd, 3rd, home plate & pitcher's plate) | SET | | | |
| EQUIPMENT BAGS (DIAMOND BRAND – BLACK) | EA | | | |
| HEAVY DUTY RUBBER TEES | EA | | | |
| BATTING HELMETS (1 SIZE FITS ALL) | EA | | | |
| UMPIRE SHIN GUARDS | Set of 2 | | | |
| UMPIRE CHEST PROTECTORS (OUTSIDE) | EA | | | |
| UMPIRE MASKS | EA | | | |
| UMPIRE INDICATORS (W/INNING INCLUDED) | EA | | | |
| CATCHERS HELMET/MASK (1 SIZE FITS ALL). Prefer "Hockey Style". | EA | | | |

SPORTS EQUIPMENT

PRICING PAGE

(Continued)

Bidders are required to complete the Pricing Pages and supporting documentation with bid (See paragraph 8). Any bidder deviating from the product specifications must submit supportive documentation with their bid explaining the deviation (See paragraph 9).

ALL BID PRICES SHALL BE F.O.B. DESTINATION

| DESCRIPTION | UNIT | BID PRICE & PART NO. | BID PRICE & PART NO. | BID PRICE & PART NO. |
|--|-------------|-------------------------------------|-------------------------------------|-------------------------------------|
| | | Date of Award through 02-29-2013 | 03-01-2013 through 02-28-2014 | 03-01-2014 through 02-28-2015 |
| CHEST PROTECTORS (BOYS 7- 9) | EA | | | |
| CHEST PROTECTORS (GIRLS 7-9) | EA | | | |
| CHEST PROTECTORS (BOYS 10 – 12) | EA | | | |
| CHEST PROTECTORS (GIRLS 10 -12) | EA | | | |
| CHEST PROTECTORS (BOYS 13 AND OLDER) | EA | | | |
| CHEST PROTECTORS (GIRLS 13 AND OLDER) | EA | | | |
| SHIN GUARDS (7 – 9 YEAR OLDS) | Set of 2 | | | |
| SHIN GUARDS (10 – 12 YEAR OLDS) | Set of 2 | | | |
| SHIN GUARDS (13 YEARS AND OLDER) | Set of 2 | | | |

SPORTS EQUIPMENT

PRICING PAGE
(Continued)

Bidders are required to complete the Pricing Pages and supporting documentation with bid (See paragraph 8). Any bidder deviating from the product specifications must submit supportive documentation with their bid explaining the deviation (See paragraph 9).

ALL BID PRICES SHALL BE F.O.B. DESTINATION

| DESCRIPTION | UNIT | BID PRICE & PART NO. | BID PRICE & PART NO. | BID PRICE & PART NO. |
|-------------------------------------|------|-------------------------------------|-------------------------------------|-------------------------------------|
| | | Date of Award through 02-29-2013 | 03-01-2013 through 02-28-2014 | 03-01-2014 through 02-28-2015 |
| MARKWORT MBALL 85 SAFETY BALL | EA | | | |
| MARKWORTH SK11 SOFTBALL (YELLOW) | EA | | | |
| RAWLING R850 8.5" BASEBALL | EA | | | |
| PRO NINE NFHSA 9" BASEBALL | EA | | | |

Company Name: _____

Missouri Company Chartered Number, if applicable: _____

Signature: _____ Print Name: _____

Email Address: _____ Phone: _____

Address: _____

The bidder offers and agrees that if this bid is accepted within 90 calendar days from the date of the bid opening, the bidder will furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the designated point(s) and within the time specified in this Request for Quotation.

Per paragraph A.7, identify subcontractor (City of Wentzville business):

Dollar value of goods to be purchased through subcontractor: \$_____



**AGREEMENT
SPORTS EQUIPMENT
City of Wentzville**

This AGREEMENT is made and entered into this ____ day of _____, 2012, by and between _____ (hereinafter called “Contractor”) and the City of Wentzville, a municipal corporation (hereinafter called “City”).

WITNESSETH, that the Contractor and the City for the consideration hereinafter named agree as follows:

This City – Contractor Agreement (“the Agreement”) shall consist of:

- Request for Quotation, including but not limited, Contractor’s RFQ submission, except where noted, and any exhibits (collectively, the “Contract Documents”);
 - The Pricing Pages dated _____, 2012 submitted by the Contractor;
 - The City / Contractor Agreement and exhibits attached thereto.
1. Contract Documents. The City’s Request for Quotations in connection with the purchase of Sports Equipment and the Contractor’s bid pricing in response thereto are incorporated by reference and made a part of this Agreement, and together with this Agreement are referred to hereinafter as this “Agreement”. In case of any conflicts between the Request for Quotation and the Agreement or bid of Contractor, the requirements of the Request for Quotation and the Agreement shall control.
 2. Term. The Agreement shall become effective _____, 2012 upon its execution by all parties and shall expire on _____, 2015. The Contractor shall commence providing the Services under this Agreement immediately upon the execution of this Agreement. The City reserves the right to terminate this contract in accordance with paragraph 3 of this Agreement.
 3. Termination. The City shall have the right to terminate the Agreement at any time for any reason by giving Contractor written notice to such effect. City shall pay to Contractor in full satisfaction and discharge of all amounts owing to Contractor under the Contract an amount equal to the cost of all services performed by Contractor up to such termination date (not to exceed the yearly fee), less all amounts previously paid to Contractor. Contractor shall submit to City its statement for the aforesaid amount, in such reasonable detail as City shall request, within thirty (30) days after such date of termination. City shall not be liable to Bidder for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.
 4. This Sports Equipment Agreement, being a cooperative agreement, provides the opportunity to other government entities and sports associations affiliated with the City of Wentzville’s Parks and Recreation Department to participate in purchasing sports equipment from this contract.

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

1. CONTRACT DOCUMENTS. City's request for quotations in connection with the purchase of Sports Equipment and the Contractor's proposed pricing in response thereto are incorporated by reference and made a part of this Agreement for Purchase of Sports Equipment and together with this Agreement are referred to hereinafter as this "Agreement." In case of any conflicts between the request for quotations and the Agreement for the purchase of Sports Equipment or the quotation of Contractor, the requirements of the Request for Quotation and the Agreement for Sports Equipment shall control.
2. SCOPE OF SERVICES. Contractor shall furnish all materials, tools, equipment, labor and all other incidentals which may be necessary to perform the sale of Sports Equipment as more fully and specifically described in scope of work hereto and incorporated herein, and referred to as the "services".
3. FEES AND PAYMENT. Contractor shall be paid as stated on the attached Pricing Pages. The Contractor shall submit all invoices complete with necessary support documentation to City and City shall make payment in a lump sum within 30 days of receipt of an invoice after satisfactory performance of the Services for the fees set forth above. City reserves the right to make payments to the Contractor by credit card.
4. TERMINATION. The City shall have the right to terminate the Agreement at any time for any reason by giving Contractor written notice to such effect. City shall pay to Contractor in full satisfaction and discharge of all amounts owing to Contractor under the Contract an amount equal to the cost of all Services performed by Contractor up to such termination date (not to exceed the yearly fee), less all amounts previously paid to Contractor. Contractor shall submit to City its statement for the aforesaid amount, in such reasonable detail as City shall request, within thirty (30) days after such date of termination. City shall not be liable to Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.
5. NONDISCLOSURE. Contractor agrees that it will not divulge to third parties without the written consent of City any information obtained from or through City in connection with the performance of this Agreement.
6. NO AGENCY RELATIONSHIP. This Agreement shall establish no agency relationship with Contractor and Contractor shall be deemed an independent Bidder. Contractor shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by Contractor shall be employees of said Contractor and not employees of City in any respect. City shall have no liability for the acts solely within control of Contractor.
7. INDEMNIFICATION AND HOLD HARMLESS. Contractor agrees to defend, indemnify and hold harmless City, its officers, employees, representatives, and agents 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 City or others, in any way arising out of Contractor's breach of the Agreement or out of services and operations performed hereunder by Contractor, including City's reliance on or use of the services or products provided by Contractor under the terms of this Agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City.
8. COMPLIANCE WITH LAWS. Contractor 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 the Contract. Contractor further agrees that it does not knowingly employ unauthorized workers and it complies with all applicable laws

and regulations regarding the verification of employee eligibility to work in the United States.

- 9. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, whether oral or written, are hereby merged into and made a part hereof, and are of no further force or affect. This Agreement or any Exhibit, annexed thereto may be amended, changed or supplemented only by written agreement executed by both of the parties hereto.
- 10. GOVERNING LAW AND VENUE. This agreement shall be governed by and construed in accordance with the laws of the State of Missouri and venue shall be exclusively in the Circuit Court of St. Charles County.
- 11. SEVERABILITY. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other 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 Agreement to be executed as of the day and year first above written.

FIRM NAME ("Firm")

By: _____

Title: _____

NOTARY

STATE OF MISSOURI

COUNTY OF _____

SUBSCRIBED AND SWORN BEFORE ME THIS _____ DAY OF _____, 2012. personally appeared _____, known to me to be the person whose name is subscribed to the within instrument, who states that he is the authorized representative of _____, a Missouri Corporation, and has authority to execute this agreement on its behalf.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

CITY OF WENTZVILLE ("City")

By _____
Paul Lambi, Mayor

Attest: _____
City Clerk