



City of Wentzville

Request For Quotation Concrete Ready Mix

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

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**CHECKLIST
FOR SUBMITTING A BID QUOTATION
FOR
CONCRETE READY MIX**

This checklist is provided for the Bidder's information only and is not part of the Specifications and Contract Documents. It is not required that this form be submitted with the Bid Submission.

Bid package submittal shall consist of one original and two copies of the following:

- BID NOTICE Page #4
- Bid Pricing Page(s) completely filled out, properly executed by Bidder including signature
- Non-Collusive Affidavit filled out on the form provided
- Business registration information on file with the Secretary of State, as applicable to the state where the business headquarters is located.
- Product Testing Certification with Testing Laboratory's name, address, telephone number, and test results.
- Material Safety Data Sheets

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

1. Marked "Bid # B12WZ008 Concrete Ready Mix"
2. Marked with name of Bidder
3. Due Date of Bid

The City of Wentzville reserves the right to reject any or all bids and to waive any irregularities therein.



**CITY OF WENTZVILLE
WENTZVILLE, MO 63385**

**BID NOTICE
REQUEST FOR QUOTATION**

**RFQ: B12WZ008
TITLE: CONCRETE READY MIX**

RETURN BID TIME AND DATE: 2:00 P.M. FEBRUARY 24, 2012

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 – B12WZ008
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)

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 Concrete Ready Mix 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 with their bid package. Bid tabulation copies will not be distributed via telephone, fax, or mail.

3. Schedule Of Events:

This Request for Quotation (RFQ) will be governed by the following schedule:

Release of RFQ	January 27, 2012
Deadline for Written Questions	February 9, 2012
Responses to Questions	February 13, 2012
Bids are Due	February 24, 2012
Notification of Award	March 16, 2012

4. 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.

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

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. The City of Wentzville has the sole option to renew this contract for one additional two-year period. 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. 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.

5. Product Specifications – Refer to the Pricing Pages included in this Request for Quotation (RFQ).
6. 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.
7. 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.
8. Buy American:
Bidders are encouraged to purchase American-made equipment and products.
9. 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.
10. Cooperative Purchasing, Other Government Entity – Other government entities who desire to purchase Concrete Ready Mix 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.
11. Compliance with Terms and Conditions – The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFQ and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the RFQ; that the RFQ shall govern.
12. Substitutions – The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the City's applicable Director and executed by the Purchasing Administrator. Any product substitution must be of equal or better functionality and of equal or lower pricing.

C. SCOPE OF SERVICES & PERFORMANCE REQUIREMENTS

1. The City will be allowed five (5) minutes per cubic yard to unload Portland Cement Concrete from delivery trucks (e.g. If truck has six (6) cubic yards of concrete; 30 minutes shall be allowed for unloading). After the period allowed for unloading has expired, Contractor may be reimbursed for waiting at the rate stated on the Pricing Page, per fifteen minutes, per truck. Should material arrive on the job site earlier than ordered, the aforementioned waiting time period shall not commence before the time specified for delivery by the City.
2. The Contractor will be required to submit to the City the proposed scale weights per cubic yard of cement, fine aggregate, and coarse aggregate for the various mixes of concrete specified. The material may contain Mississippi or Missouri River sand and may contain sufficient water to provide a four (4) inch slump. Bidder to comply with St Louis County Section 501, 1007 and 1070.
3. The Contractor will be required to produce ready mix concrete in close conformity to the scale weights outlined in the specifications. All concrete mixes shall be air-entrained to produce a minimum of 5% and a maximum of 7% voids.
4. Concrete to be furnished on an as-needed basis. The City will notify the Contractor no later than 3:30 P.M. prior to the day that the City will need the material specified. The City will furnish the Contractor with a list of persons authorized to order material and the Contractor to provide the City a list of names for persons authorized to receive orders for materials.
5. The Contractor shall specify the plant(s) in which he intends to produce Ready Mix. Travel time from the plant to the job site shall not exceed forty-five (45) minutes. Concrete received with more than forty-five (45) minutes of travel will be rejected.
6. Should, for any reason, the Contractor be unable to deliver concrete within the thirty (30) minutes of the time ordered as specified; the Contractor shall reimburse the City at the same waiting time period specified in paragraph C.1. above. Said reimbursement shall not be constructed as a penalty, but as liquidated damages for time lost by the City.
7. **Material Safety Data Sheets** – Bidders must furnish with their bid submission a complete and accurate Material Safety Data Sheet that describes the characteristics and uses of the product the Bidder is offering.
8. **Testing Laboratory:** The bidder must also furnish with the bid submission, test results concerning the physical properties that were performed by a certified testing laboratory on similar type mixes within the last year of the date of the bid submission. The Bidder must show the name, address, and telephone number for the Testing Laboratory as specified in this specification.

8. **Estimated Usage** –

6.25 Bag Mix: estimated annual quantity 1200 cu yd

6.00 Bag Mix: estimated annual quantity 300 cu yd

The usage amounts specified in this RFQ are estimates and should not be construed as being accurate calculations. If the City requires more or less material than stated the Contractor shall furnish and deliver the City's requirements at the contracted unit price. The Contractor shall not be entitled to damages and/or additional compensation by reason of quantity reductions.

D. 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 chart 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.

CONCRETE READY MIX
B12WZ008

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 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: \$_____



NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER

State of Missouri)

S.S.

County of _____)

_____, being first duly sworn, deposes and says that:

1. He is the (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid;
2. He is 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. He further certifies 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 _____, 2012

Notary Public

My Commission expires: _____



**AGREEMENT
CONCRETE READY MIX
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 Quotation in connection with the purchase of Concrete Ready Mix 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 City of Wentzville has the sole option to renew this contract for one additional two-year period with maximum expiration date of _____, 2017. 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 Concrete Ready Mix Agreement, being a cooperative agreement, provides the opportunity to other government entities to participate in purchasing Concrete Ready Mix from this contract.

5. 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 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.
6. Taxes. The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City.
7. 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.
8. 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.
9. 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.
10. 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 effect. This Agreement or any Exhibit, annexed thereto may be amended, changed or supplemented only by written agreement executed by both of the parties hereto.
11. 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.
12. 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

CITY OF WENTZVILLE
TERMS AND CONDITIONS – REQUEST FOR QUOTATIONS

1. Terminology

- a. Agreement – in local government service contracting, an understanding, generally in writing, between the City and Bidder for services under which the Bidder agrees to perform a service in a manner defined in the agreement.
- b. Amendment – means a written, official modification to an RFP or to a contract.
- c. Attachment – applies to all forms, which are included in an RFP to incorporate any information data or requirements related to the performance requirements and/or specifications.
- d. Contract – a legal and binding agreement between two or more competent parties, for a consideration for the procurement of supplies, equipment, and/or services.
- e. Bidder - a person or organization who is a successful bidder as a result of an RFQ and who enters into an "Agreement".
- f. Exhibit – applies to forms, which are included with an RFQ for the Bidder to complete and submit with the proposal prior to the specified opening date and time.
- g. Request for Quotation (RFQ) – the solicitation document issued by the City of Wentzville to potential bidders for the purchase of supplies and/or equipment as described in the document.

2. Open Competition / Request for Quotation

- a. It shall be the Bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the City if any language, specifications, or requirements of an RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communications from Bidders regarding specifications, requirements, competitive proposal process, etc., must be directed to the Purchasing Administrator from the City of Wentzville, unless the RFQ specifically refers the Bidder to another contact. Such communication should be received at least seven business days prior to the official bid opening date.
- b. Every attempt shall be made to ensure that the Bidder receives an adequate and prompt response. However in order to maintain a fair and equitable procurement process, all Bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, Bidders are advised that unless specified elsewhere in the RFQ, any questions received less than seven days prior to the RFP opening date may not be answered.
- c. The City reserves the right to officially amend or cancel an RFQ after issuance.

3. Electronic Bid Submission – The City of Wentzville for this RFP will not accept any type of Bid Submission via any form of an electronic transmission. This includes but is not limited to fax transmissions.

4. Delivery - Deliveries of supplies, equipment, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specified time is not stated.

5. Noncompliance with Delivery – Failure of the contractor to complete delivery as stated in the Scope of Services the City reserves the right to cancel the order, or any part thereof, without obligation, if delivery is not completed within the time frame(s) specified in the reference section and paragraph. Failure of contractor performance shall be noted in the vendor online database and may forego opportunities to participate in future solicited bid opportunities from the City.

6. Inspection and Acceptance

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

7. Laws and Ordinances, Regulations, and Licensing

The City shall not be subject to any rendered liens, fees, charges, money, dues, etc., resulting from any service provided under the provision of the contract. Bidders should note that changes may occur to a contract after award resulting from any changes in ordinance, law, and/or directive issued by the City. The Bidder shall be notified of any such changes.