



# City of Wentzville

## Request for Quotation Trees and Mulch

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**CITY OF WENTZVILLE  
WENTZVILLE, MO 63385**

**BID NOTICE  
REQUEST FOR QUOTATION**

**RFQ: B10WW009  
TITLE: TREES AND MULCH**

**RETURN BID TIME AND DATE: 2:00 PM, NOVEMBER 24, 2010**

**QUESTIONS RELATED TO THIS RFQ SHOULD BE DIRECTED TO:**

**PURCHASING OFFICE  
636-639-2005  
PURCHASING@WENTZVILLEMO.ORG**

**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 – B10WW009  
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.	Missouri Charter Number (if licensed in MO)
EMAIL ADDRESS	City of Wentzville Business License No.

## INTRODUCTION AND GENERAL INFORMATION

### Trees and Mulch Services

The City of Wentzville is seeking to establish a contract with an established firm that meets all of the criteria as established within this request for quotation. The qualified contractor will be required to provide supplies for Waste Water Department as may be required by the City.

### SCHEDULE OF EVENTS

This request for quotation will be governed by the following schedule:

Release of RFQ	November 16, 2010
Deadline for Written Questions	November 19, 2010
Responses to Questions	November 20, 2010
Quotations are Due	November 23, 2010
Notification of Award	November 24, 2010
Delivery of Trees & Mulch	November 29, 2010

### **Mandatory Specifications**

- 1) All quotations must include the below documents for the Bidder's submitted quotation 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 quotations. **Failure of a Bidder to submit the below completed documentation in the original bid submission will result in the Bidder's quotation to not 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.
- 2) The City reserves the right following the award of this contract to expand the supply line item requirements on an as needed basis as deemed in the best interest of the City.
- 3) Bidders **must submit** the original quotation and two (2) copies of the quotation for a total of three (3) copies. Failure of the Bidder to submit the required copies of the Bidder's quotation could result in the Bidder being charged for the additional copies. There would be a 25 cent charge for each page of the bidder's quotation.
- 4) Any information provided to a Bidder outside the procedural guidelines of this RFQ shall be considered not to be valid and will not be considered during the

evaluation process. Bidders are encouraged to route questions through the Purchasing Office. All questions submitted from potential bidders will be responded to in writing; and the same information will be shared with those vendors on the City's solicited vendor list. It is the Bidders responsibility to contact the Purchasing Office at 636-639-2005 or email [Purchasing@wentzvillemo.org](mailto:Purchasing@wentzvillemo.org) to confirm the Bidder is shown on this list.

### **Background Information**

The City does not have historical information available as applicable to this request for quotation solicitation.

### **QUOTATION FORMAT GUIDELINES**

Interested Bidders are to provide the City of Wentzville with a thorough quotation using the following guidelines:

- All documentation as shown under Mandatory Specifications.
- Shipping must be FOB DESTINATION 2355 Mette Road, Wentzville, MO 63385
- Bid Price

### **PROCESS FOR SUBMITTING QUOTATIONS**

- **Content of Quotation**

The quotation must be submitted using the format as indicated in the quotation format guidelines.

- **Number of Quotations**

Submit the original and two (2) copies of the original quotation in sufficient detail to allow for thorough evaluation and comparative analysis.

- **Submission of Quotations**

Complete written quotations must be submitted to:

Purchasing Office  
City of Wentzville  
5 W. Pearce Blvd  
Wentzville, MO 63385

**And received no later than 2:00 p.m. (CST) on November 23, 2010. Bid Submission Must Show: RFQ B10WW009 Trees and Mulch on the outside sealed envelope. Quotations will not be accepted after this deadline. Faxed or emailed quotations will not be accepted.**

- **Conditions for Quotation Acceptance**

This RFQ does not commit the City of Wentzville to award a contract or to pay any costs to Proposers in preparation of their quotation. The City of Wentzville at its sole discretion and reserves the right to accept or reject any or all quotations received as a result of the RFQ. The City has the sole right to negotiate with any qualified source or to cancel this RFQ in part or in its entirety. All quotations will become the property of the City. If any proprietary information is contained in the quotation, it should be clearly identified. Following the award of the RFQ, information submitted by the Proposers is subject to review by the general public.

## **EVALUATION CRITERIA**

1. The City may use some or all of the following criteria in its evaluation and comparison of the quotations submitted. The criteria listed are not necessarily an all-inclusive list. The order in which the criteria may appear is not intended to indicate their relative importance.
2. Business Registration Charter Number (Missouri Secretary of State)
3. Compliance with Tree and Mulch specifications, or acceptable substitution, as outlined in the City's Bid Form documentation.
4. State of Missouri License and City of Wentzville Business License (if applicable).
5. Bid Price (All items must be bid upon to be acceptable)
6. Delivery in full quantities of trees and mulch no later than Monday, November 29, 2010.

**BID FORM**

<b>PRODUCT</b>	<b>QUANTITY</b>	<b>UNIT COST</b>	<b>EXTENDED COST</b>
<b>BASE BID</b>			
Pin Oak Tree, 1" Caliper	46 Each		
White Pine Tree 5' Height	46 Each		
Mulch (Estimated Quantity on Initial Order – 8 Yards)	1 Yard		
<b>TOTAL OF BASE BID</b>			
<b>OPTION BID</b>			
<b>Substitute Items</b>			
Red Oak Tree, 1" Caliper Acceptable Substitute for Pin Oak Tree 1" Caliper	Tree		
Norway Spruce Tree 5' Height Acceptable Substitute for White Pine Tree 5' Height	Tree		
Mulch Per Bag (3 cubic foot) (Estimated Quantity on Initial Order – 92 Bags) Acceptable	Bag		
<b>TOTAL OF OPTION BID</b>			
Warranty Information Per Trees	<b>Must Be Included In Bid</b>		

**ALL TREES AND SUPPLIES ARE FOB DESTINATION TO:**

CITY OF WENTZVILLE  
TREATMENT PLANT  
2355 METTE ROAD  
WENTZVILLE, MO 63385

**BIDDERS MUST SUBMIT A BID FOR ALL ITEMS AS SHOWN IN BASE BID OR SUFFICIENT QUANTITIES OF SUBSTITUTE ITEMS TO COMPLETE BASE BID TO HAVE THEIR BID INCLUDED IN THE EVALUATION PROCESS. NO BIDS FOR ANY LINE ITEM WHICH DOES NOT COMPLETE THE BASE BID IS NOT ACCEPTABLE.**

**BIDDERS TO COMPLETE THE BELOW INFORMATION AND TO SUBMIT IN BID PACKAGE**

Company Name \_\_\_\_\_

Missouri Company Chartered Number, if applicable: \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Email Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_

Proposed Prices Valid Until: (Show Date) \_\_\_\_\_





**NON-COLLUSIVE AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

S.S.

County of \_\_\_\_\_)

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

1. He is the (owner, partner, officer, representative, or agent) of \_\_\_\_\_, the Offeror 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 Quotation are true and correct;
4. Neither the said Offeror 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 offeror, 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 offeror, firm, or person to fix the price or prices in the attached Bid or of any other offeror, or to fix the overhead, profit, or cost element of the Bid price of the other offeror, 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 offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit; and
6. He further certifies that offeror is not financially interested in or financially affiliated with any other Offeror on this project.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010

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

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



**DO NOT SUBMIT WITH BID SUBMISSION**  
**AGREEMENT OF SERVICES**  
**TREES AND MULCH**

This AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_, 2010, 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 to, General Conditions, Method of Measurement and Payment, Technical Specifications, and Special Requirements therefore, and any exhibits (collectively, the “Contract Documents”);
- The Bid and Bid Form (“Exhibit B”) dated \_\_\_\_\_ 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 Trees and Mulch and the quotation of Contractor in response thereto are incorporated by reference and made a part of this Agreement for Services 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 Trees and Mulch or quotation of Contractor, the requirements of the request for quotation and the Agreement for Services shall control.
2. Term. The Agreement shall become effective upon its execution, \_\_\_\_\_, 2010 by all parties and shall terminate December 31, 2011.

The Contractor shall commence providing the Services under this Agreement immediately upon the execution 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 Offeror for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Services.
4. No Agency Relationship. This Agreement shall establish no agency relationship with Contractor and Contractor shall be deemed an independent contractor. Contractor shall have complete charge of the personnel engaged in the performance of 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.

5. 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 action and wage and price laws insofar as applicable to the performance of the Contract.
6. 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 annexed thereto may be amended, changed or supplemented only by written agreement executed by both of the parties hereto.
7. Time of Completion. Contractor shall commence work under this Agreement promptly following receipt of written notice from the City to proceed and shall fully complete all work as set forth in the Contract Documents and Quotation. It is understood that time is of the essence and the Contractor is required for meeting the specified deadlines, if applicable, as outlined in the contract documents.
8. Payment. The City shall pay the Contractor in accordance with the Agreement for all work included in and completed according to this Agreement, as determined by the City, at the price shown on the Contract Proposed Modification Form. The City reserves the right to withhold payment for any work not in conformity with this Agreement.
9. Guaranty. The Contractor hereby expressly guarantees the aforesaid work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance of the improvements, and binds itself, its successors or assigns, to make all replacements which may become necessary within said period due to construction defects and that said replacements are required, the Contractor shall at once make the same as directed at its own expense. If the Contractor does not proceed with such replacements within five (5) days after receipt of written notice, the City shall have the power to cause same to be made and to change the costs thereof to the Contractor. Nothing in this section is intended as a maintenance guarantee.
10. Taxes. The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City.
11. Other Representations, Warranties and Other Covenants by the Contractor. The Contractor represents and warrants that it has been engaged in such work as required by the Request for Quotation and have provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that it owns sufficient equipment and engages sufficient personnel to perform this Agreement. The Contractor further represents and warrants that it is an equal opportunity employer. The Contractor 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 City Council of the City. If necessary, during periods of work the

traveling public will be adequately protected and advised with appropriate signs, barricades, cones and flaggers as deemed necessary or as directed. In the case of open excavations or other potentially hazardous conditions existing during non-working periods, the traveling public will be protected and advised by signs and flasher barricades. Parking of equipment or storage of materials on or near the work will be permitted only if adequate protective devices are provided and then only for the minimum time required for a specific job. Prior to entering parking equipment or storing materials on private property the Contractor must obtain written permission from the owner. Prior to commencement of any work involving excavation, demolition of facilities all utilities of the planned work and request that they suitably mark undergrounds installations in the vicinity of the planned work, and arrange for disconnection of any necessary utilities. For any operations involving the purchase and/or drayage of materials, the Contractor will be required to submit lien waivers to the City prior to payment for the work. In addition, the Contractor may be required to submit payroll affidavits to the City attesting that the labor has been paid for work on the project at the proper wage scale. These provisions do not apply to any materials, drayage or labor furnished or supplied by the City.

12. 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.
13. Indemnification and Hold Harmless. The Contractor agree 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, arising out of Contractor's (1) breach of Agreement, (2) use of the premises for the purposes of delivering the scope of services, or (3) performance of the delivery and other services performed hereunder, including Contractor's failure to comply with any laws and City's reliance on or use of the services or equipment provided by the Contractor under the terms of the Agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. Contractor also agrees to pay for any damages to the subject premises caused by its use or negligence, excluding normal wear and tear. Contractor also agrees to notify the Director of Finance of any damages immediately and to immediately discontinue the use of the premises until the condition can be corrected.
14. State Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Missouri, without regard to the principles of the conflicts of laws.
15. 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.
16. Counterparts. This Agreement may be executed in one or more counterparts.

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

**FIRM NAME ("CONTRACTOR")**

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

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

NOTARY

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2010.  
personally appeared \_\_\_\_\_, known to me to be the person  
whose name is subscribed to the within instrument, who states that he/she 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: \_\_\_\_\_  
Doug Forbeck, Acting Director,  
Public Works

Attest: \_\_\_\_\_  
City Clerk

## TERMS AND CONDITIONS

1. Description of Services – The Offeror should present a detailed description of the services submitted in the response to the RFQ. It is the Offeror's responsibility to make sure all information in the proposed submission is adequately described in order to conduct an evaluation of the offer to insure its compliance with the City's specifications. It should not be assumed that the evaluator has specific knowledge of the services submitted; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.
2. Deviation of Service Specification – any Offeror deviating from the services specifications must provide supportive documentation explaining such deviation. The supportive documentation is required with the proposed submission.
3. Prime Bidder - In completion and submission of the Non-Collusive Affidavit of Prime Bidders the Bidder is acknowledging that the submitted bid is genuine and is not a collusive or sham bid; and all statements made and fact set out in the Quotation are true and correct.
4. Determination of Award: In accordance with the City's Purchasing Policy the City shall award the contract to the "best" quotation, not necessarily the lowest cost quotation. 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,
5. Acknowledgement of Contract – The successful Offeror shall be required to complete and sign the City of Wentzville Agreement of Services at the time of Award. A sample of the Agreement is shown on page 20 and is not to be completed and submitted with bid form. This document is provided as information until such time of award.
6. Notice of Award - A notice of award issued by the City does not constitute an authorization to initiate services. Before providing services related to this RFQ for the City, the contractor must receive a properly authorized purchase order executed via the Finance Department.
7. Price: All prices shall be as indicated within the Bid Form. 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. Payment Terms: Contractor shall be paid the amount quoted within the Bid Form. The Contractor shall submit all invoices complete with necessary support documentation in triplicate 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 services as shown within the Bid Form.