



City of St. Peters
One St. Peters Centre Boulevard
P. O. Box 9
St. Peters, Missouri 63376

**REQUEST FOR QUOTE
CONTRACT DOCUMENTS AND SPECIFICATIONS**

Purpose:	The City of St. Peters is seeking quotes for Dell Latitude 5550/Ultra 5 Laptops.
RFQ No.	RFQ No. 24-27526 - Dell Latitude 5550 Laptops
Deadline for RFQ's	10:00 am local time, Wednesday, September 25, 2024 The last day for questions is noon local time on Friday, September 20, 2024
Submit Proposals To:	Purchasing E-mail to bids@stpetersmo.net
Special Instructions:	<ul style="list-style-type: none">• Quote consists of Sections B, C ,D & E
Direct All Inquiries to:	bids@stpetersmo.net with "RFQ No. RFQ 24-27526 - Dell Latitude 5550 Laptops" in the subject line

TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>	<u>Page</u>
A	General Information	1
B	Specifications	2
C	Compliance	3
D	Warranties	4
E	Quote	5
F	Terms & Conditions	7

SECTION A: GENERAL INFORMATION

- The City of St. Peters is seeking quotes for Dell Latitude 5550/Ultra 5 Laptops and Dell Thunderbolt 4 Docks.
- The City of St. Peters may include and/or exclude any and all optional items recommended by the bidder.
- The City reserves the right to split the order and utilize multiple vendors to achieve the most cost-effective purchase available.
- The City reserves the right to waive informalities and to accept the bid most advantageous to the City of St. Peters.
- **PREPARATION OF PROPOSAL**
All proposals shall be made on the form provided in the copy of the specifications and related documents.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, or by one or more of the officers of the corporation submitting it. If an individual makes the proposal, his name and address must be shown. If made by a partnership, the name and address of each member of the partnership must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered, and the names, titles and business addresses of the President, Vice President, Secretary and Treasurer.

In case of a "unit price" proposal and in the event of a discrepancy between the unit price and the extension thereof, the unit price shall govern.

SECTION B: SPECIFICATIONS

The bidder shall indicate compliance by circling "Yes" or "No". Please list any deviations from the specifications in the compliance section.

Company Name _____

Item	Specification	Yes	No
1	Dell Latitude 5550/Ultra 5 Laptop with Windows 10	Yes	No
2	5 Year Protection Plan	Yes	No
3	16 GB Memory	Yes	No
4	500GB SSD Hard Drive	Yes	No
5	Intel Core Ultra 5 125U Processor (12MB cache, 12 cores, 14 threads, up to 4.3 GHz Turbo)	Yes	No
6	Dell Thunderbolt 4 Dock	Yes	No

SECTION C: COMPLIANCE

Company Name _____

List all specification from section B, which unit supplied does not comply, and state equivalent substitution or option. If more space is needed, please list on an attached sheet.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

SECTION D: WARRANTIES

Company Name _____

List all dealer and manufacturer standard and optional warranties, term of coverage, and their cost. Warranty information will be considered in the bid evaluation. ALL WARRANTY INFORMATION MUST BE SUBMITTED WITH THE BID. If more space is needed, please list on an attached sheet.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

SECTION E: QUOTE

Company Name _____

Item	QTY	Unit	Description	Unit Price	Total Cost
1	3	EA	Dell Latitude 5550/Ultra 5 Laptop w/ Windows 10 Per the Specifications in Section B	\$	\$
Dell Part Number					
2	3	EA	5 Year Protection Plan	\$	\$
3	3	EA	Dell Thunderbolt 4 Dock	\$	\$
4	1	LS	Freight	\$	\$
GRAND TOTAL				\$	
Maximum number of calendar days required for delivery after order					

Description	Yes	No
Any literature attached to quote?	Yes	No
Any warranty information attached to quote?	Yes	No

Section E: Quote

Page 2 of 2

Company Name _____

The City reserves the right to waive informalities and to accept the bid most advantageous to the City of St. Peters.

All responses, inquiries, or correspondence relating to, or in reference to, this request for bids, and all reports, charts, displays, schedules, exhibits and other documentation submitted by the bidders shall become the property of the City when received. All bids submitted in response to this invitation for bid shall become the property of the City. All responses, inquiries, or correspondence relating to, or in reference to, this request for bids, and all reports, charts, displays, schedules, exhibits and other documentation by the bidders received by the City shall be public records subject to disclosure pursuant to Chapter 610, RSMo. The City retains the right to use any or all system ideas presented in any proposal to the invitation to bid, whether amended or not. Selection or rejection of the proposal does not affect this right.

Signature of bidder indicates that he understands and will comply with all terms and conditions on City forms, contractor representation and all other specifications and conditions made a part of this Invitation for Bid and any subsequent award or contract.

In compliance with the above the undersigned offers and agrees, if this bid be accepted within _____ calendar days (60 calendar days unless a different period be inserted by the bidder) from the date of the opening, to 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 the schedule.

Discounts will be allowed for prompt payment as follows:

%	10 calendar days	%	20 calendar days	%	30 calendar days
---	------------------	---	------------------	---	------------------

Submitted By:	
Company Name:	
Company Representative:	
Company Representative's Signature:	
Company Phone Number:	
Company Email:	
Address:	
City:	
State:	
Zip:	

Please email quote to Bids@stpetersmo.net

SECTION F: TERMS AND CONDITIONS

The City's Terms and Conditions are part of the Purchase Order/Work Authorization, a government contract. Any words that the Vendor adds, or any form that the Vendor uses in the course of business, will not change or supersede the terms of the Purchase Order/Work Authorization. If the Vendor desires any changes to the City's Terms and Conditions or wants the City to consider additional Terms and Conditions, **they must be included with your quote.** The City must agree, in writing, to any change in terms. The City's acceptance of any work or service and/or any items, article, product, goods, material, machinery, tool, equipment is not an acceptance of Vendor's other terms.

This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained here. Changes, additions or modifications hereto must be in writing and signed by the Director of Finance.

1. DEFINITIONS

- (a) The term "City" as used herein, means the City of St. Peters, Missouri, acting through its Purchasing Department, and includes its designated representatives.
- (b) The term "Supplier" as used herein, means those mentioned as Vendor, Contractor, and/or Seller in the Contract and includes their designated representatives.

2. INSPECTION, ACCEPTANCE, AND APPROVALS

All items to be delivered under this contract shall, at all times and places, including the period of manufacture, be subject to inspection and test by the City. The City shall have access to all areas of Supplier's premises and to the premises of Supplier's subcontractors in which work on this purchase order is being performed. Supplier and Supplier's subcontractors shall provide all reasonable facilities for and assistance to the City in the performance of their duties. The City will accept or give notice of rejection of items delivered under this contract within a reasonable time after receipt. Acceptance shall not waive any warranty. All items to be supplied under this contract are subject to final inspection and acceptance by the City notwithstanding any payment or other prior inspections or design approvals. The City may, at its option, require prompt replacement or correction of rejected items at Supplier's expense, including an equitable reduction in the price of this contract for rejected items. Supplier shall not resubmit rejected items to the City without prior written approval and instructions from the City. Supplier shall identify resubmitted items as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to the City.

3. WARRANTY

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples, or other descriptions furnished or adopted by the City, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new; merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to the City, its successors, assigns, and citizens. Except for latent defects, notice of any defect or nonconformity must be given by the City to the Supplier within one (1) year after acceptance. The City may at its option, return for credit or require prompt correction or replacement of the defective or

nonconforming items, or have the defective item corrected or replaced at Supplier's expense. Return to Supplier of any defective or nonconforming articles and delivery to the City of any corrected or replaced items shall be at Supplier's expense. Defective or nonconforming items shall not be corrected or replaced unless specified on the City's written order. Items required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance, and Approvals" in the same manner and to the same extent as items originally delivered under this contract.

4. ASSIGNMENTS

This contract or any portion of this contract or any interest therein or any claim arising hereunder, shall not be assigned by the Supplier without the prior written approval of the City.

5. PAYMENT

Supplier will be paid Net 30 for the items called for in this contract when the items are delivered and accepted by the City and upon submission of certified invoices. The price or prices stated in this contract are tax- exempt.

6. CHANGES

The City may at any time, by written order and without notice to sureties, make changes within the general scope of this contract. If any such changes causes an increase or decrease in the cost of or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, or affects any other provision of this contract, an equitable adjustment shall be made in the price or delivery schedule or both, and in such other provision of this contract as may be asserted within 15 days from the date of receipt of this written order directing the change, provided, however, that the City, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the equitable adjustment, The City shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse the Supplier from proceeding with the contract as changed. Any action taken by the Supplier which affects any provision of this contract, including delivery and price, whether or not accomplished with concurrence of the City employees shall not entitle the Supplier to any equitable adjustment in accordance with this clause unless such action has been specifically directed by written order issued by the City of St. Peters.

7. DELIVERED

Deliveries shall be made strictly in accordance with the delivery schedule defined in this contract and in the exact quantity ordered. Should Supplier fail to do this, the City may terminate this contract, in whole or in part in accordance with the "Termination" clause of this contract. The City expressly retains all other rights or remedies provided by law for any violation of this clause and no action by the City shall constitute a waiver of any such right or remedy.

8. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, Supplier shall be responsible and bear all risks for loss and damage to the items required by this contract (1) until they are delivered at the City's facilities, regardless of F.O.B. point, or point of inspection or acceptance; and (2) if such items are rejected. Unless otherwise specified in this contract, Supplier shall sufficiently package the items to be delivered hereunder to protect such items during transportation and storage.

9. CITY FURNISHED PROPERTY

Supplier shall keep segregated and clearly marked, all property furnished by the City and all property to which the City acquired title by virtue of this contract, and shall maintain complete inventory thereof. Supplier assumes the risk of loss of or damage to such property while in Supplier's care, custody, or control. Upon termination or expiration of this contract, Supplier shall deliver such property to the extent not incorporated in delivered end products to the City in good condition subject to ordinary wear and tear.

10. CALIBRATION OR STANDARDS (Gages, Instruments and Testers)

Within the certification intervals determined by the City to be appropriate and unless specific intervals are stated elsewhere in this contract, all standards pertinent to this contract shall be calibrated at least once per year at Supplier's expense against laboratory standards traceable to the National Bureau of Standard (N.B.S.) of the United States.

11. SUBCONTRACTS

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price, whichever is less, for any items called for hereunder, without the City's prior written approval.

12. HOLD HARMLESS

The Supplier agrees to protect, indemnify and save harmless the City from all attorney's fees, costs, expenses and damages arising out of:

- (a) any infringement or claim of infringement of patents, trade marks or copyrights in the use or resale of any articles covered by this order, unless material or articles hereby ordered are made specifically to The City's design or method;
- (b) failure by Supplier to comply with all applicable Federal and State Laws and regulations enacted now or to be enacted in the future pertaining to the services, material, or articles ordered, and labor expended in this contract; and
- (c) all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any person or persons being injured or property being damaged or destroyed because of any fault, negligence or defect, latent or otherwise, in the material or articles purchased or their design, or during, or as result of the work or services to be performed pursuant to this order.

13. WAIVERS

Failure of the City to insist on performance of any of the terms and conditions or requirements of this contract shall not be construed as a waiver of such terms, conditions or requirements, and the same shall remain in full force and effect for the duration of this contract.

14. CHOICE OF LAW

This contract shall be governed and interpreted according to the laws of the State of Missouri, St. Peters Code and Ordinances, and all applicable Federal Laws.

15. TERMINATION

The performance of work under this contract may be terminated by the City in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interests of the City. Any such termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work under this Contract is terminated, and the date upon which termination becomes effective. If such notice does not indicate that the termination is pursuant to either subparagraph (a), (b), or (c) of the paragraph, entitled "Termination", the City shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer period as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to this paragraph 15 entitled "Termination".

- (a) Convenience – The performance of work called for in this contract may be terminated in whole, or from time to time in part, by the City for its convenience. In such case, the City will pay costs which are determined to be reasonable, allocable and consistent in accordance with generally accepted accounting practice consistently applied with profit determined at 10% of incurred costs.
- (b) Bankruptcy or Insolvency – In the event of the institution of any bankruptcy proceedings by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustees or a general assignment for the benefit of creditors of either party, the City shall be entitled to terminate this contract without further cost or liability.
- (c) Default – The City may terminate the whole or any part of this contract in either of the following circumstances:
 - (1) If Supplier fails to deliver the items required by this contract within the time specified herein;
or
 - (2) If Supplier fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from the City specifying such failure. In the event of termination under paragraph 15 the City shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items, provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of the City provided in this paragraph 15 shall be in addition to any other rights provided by law or this contract.

16. RELEASE VOID

The City's representatives shall not be required to waive or release any rights in connection with any visits to Supplier or Supplier's subcontractor's premises. Supplier agrees that no such waiver or release shall be pleaded by Supplier or any third persons in any action or proceedings.

17. SUPPLIER IS FURTHER REQUIRED to impose these requirements on his subcontractors and Suppliers wherever it applies.

18. NOTICE AND SERVICE THEREOF

Any notice to any Contractor from the City relative to any part of this contract will be in writing and considered delivered, and the service thereof completed when said notice is posted, by certified or regular mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

19. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract will be deemed to be inserted herein and the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract will forthwith be physically amended to make such insertion or correction.

20. CONTRACT TERMS

The performance of this contract shall be governed solely by the terms and conditions as set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading, or other document furnished the Seller at any time, and the acceptance by the City of any goods furnished hereunder accompanied by any such document shall not be construed as an acceptance by the City of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms other than those herein contained in Seller's acceptance are hereby objected to.

21. COMPLIANCE WITH APPLICABLE LAWS

The Seller warrants it has complied with all applicable laws, rules, and ordinances of the United States, or any state, municipality, or any other Governmental authority or agency in the manufacture or sale of the terms covered by this order, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

22. ACTS OF GOD

Neither party shall be liable for delays or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action of any kind, or any other causes of a similar character beyond its control and without its fault or negligence.