

Malik Ahmed
Founder/Chief Executive Officer

BETTER FAMILY LIFE, INC.

Project R.E.S.P.E.C.T.

26 North Oaks Plaza
St. Louis, MO 63121
Telephone 314-381-6700
Fax 314-381-7242
www.betterfamilylife.org

BOARD OF DIRECTORS

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November 28, 2011

Greetings,

Better Family Life Inc. is currently seeking bids on the leasing of the following Heavy Duty equipment:

- 3 One Ton Dump Trucks
- 1 Box Truck
- 1 Chipper
- 2 Twenty Yard Dumpsters

Better Family Life, Inc. (BFL) is a community development 501(c)(3) corporation dedicated to the prosperity and growth of the American family. Organized in February 1983 out of a need to find internal solutions to the crises within the American family, BFL's mission is to plan and establish social, cultural, artistic, youth, economic, housing and educational programs that help to promote positive and innovative changes within the metropolitan St. Louis area. Much of BFL's programming is geared towards people who are unemployed, underemployed, disadvantaged and skill-deficient.

The Heavy Duty Equipment will be utilized to facilitate clean up of housing units in the Ferguson Missouri area that have been affected by recent natural disasters through the Disaster Recovery and Jobs Program (DRJP). The purpose of the DRJP is to restore public infrastructure and services so that "normal" business and employment activities can be resumed through temporary employment of unemployed persons. The time frame for this program is four to six weeks.

Interested vendors may apply by responding to the attached RFP by 12 noon on December 9, 2011. Responding bids should be sent via email, mail, or fax to:

Attention: Donald Scales
Better Family Life, Inc.
26 North Oaks Plaza
St. Louis, MO. 63120
(314)381-7242
dscales@betterfamilylife.org

If you have any questions or concerns feel free to contact me at (314)679-3522.

Thank you,

Daryl Muhammad

Daryl Muhammad
Division Manager
Better Family Life, Inc.
(314)679-3522
dmuhammad@betterfamilylife.org

"Celebrating over 25 years of Culture, Consciousness, Family & Community"

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INVITATION FOR BID #024-2010
GENERAL TERMS AND CONDITIONS

1. **Term:** One month beginning on date of award. BFL may, at its option, extend the contract for up to one month.

2. **PRICES & TERMS**
Vendor warrants, by virtue of bidding, that any order placed within the bid period shall be in accordance with these bidding documents and shall remain firm and irrevocable for a period of one (1) month from date of award. The prices bid shall be in accordance with the bid form pages and shall include but not limited to the following:

Maintenance, lubrication, rigging, set-up and dismantling, transportation charges (from vendor's stated place of business to City designated address and return to vendor's place of business), permits (when applicable), and required insurance. Machine shall be delivered with one full fuel tank and shall be returned with same.

No additional charges may be added at the time of order unless otherwise stated in detail on the Affidavit of Compliance and accepted by BFL.

Escalation/De-Escalation: Bid prices shall remain firm for a period of one month from the date of award. The Contract prices may be changed after the first month for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the BFL Finance Dept at least 2 weeks prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the BFL Finance Dept. If BFL should consider said increase unwarranted or unreasonable, BFL reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

3. **Rental Terms and Conditions:**
 - 3.1 **Rental of Equipment:** Lessor hereby agrees to rent to the Lessee, and lessee hereby agrees to rent from Lessor in strict accordance with the specifications and the terms and conditions contained herein.
 - 3.2 **Maintenance and Repair:** The Lessor shall provide maintenance and repair service, as required, at its own expense, during the term(s) of the individual equipment rentals.

- 3.3 **Equipment Rental Term:** The term of any individual equipment rental shall be as required for any short-term or long-term period and shall not to exceed the original contract term or resultant renewal periods at the rates established for the itemized equipment as specified herein.
- 3.4 **Rental Payments:** Lessee agrees to pay rental payments in the amounts specified on the bid form, net thirty days, upon presentation of proper invoice.
- 3.5 **Quiet Enjoyment and Inspection:** Lessor hereby agrees to provide Lessee during the term of any individual rental with the quiet use and enjoyment of the Equipment. Lessor shall have the right at all reasonable times during business hours to enter upon the property of Lessee where the Equipment is located for the purpose of inspecting the Equipment.
- 3.6 **Title:** Lessee shall have no title to the Equipment and the Equipment shall remain the personal property of the Lessor.
- 3.7 **Taxes and Fees:** Lessor shall pay all taxes, insurance, assessments, fees or penalties which may be levied or assessed on or in respect to the Equipment, its use or any interest therein.
- 3.8 **Insurance:** Lessor shall maintain insurance sufficient to cover any loss to the Equipment and its repair or replacement. Lessor may offer to Lessee the opportunity to acquire from Lessor additional equipment liability insurance through the Collision Damage Waiver (CDW) option at the rates specified by the Lessor.
- 3.9 **Warranty:** The Lessor warrants that all articles, materials, and work rented or performed under this Agreement will conform to each and every specification, drawing, sample, or other description which is contained in the rental, furnished to the Lessee, or adopted by the Lessee, and that such articles, materials, and work will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be waived by reason of the Lessee's acceptance or rental payment.
- 3.10 **Responsibility for Equipment Repairs:** Lessor shall be fully responsible for the loss or damage and repairs to Rented equipment from any cause except loss or damage caused by the willful negligence of the Lessee, theft, or disappearance.

4. **INSURANCE REQUIREMENTS:**

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by BFL, insurance of such types and in such amounts as may be necessary to protect it and the interests of BFL against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by BFL. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with BFL within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to: Better Family Life - 5335 Delmar Blvd, Suite 2100 St. Louis, MO 63112

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- A. **Workers' Compensation** Statutory coverage per R.S.Mo. 287.010 et seq
Employer's Liability \$1,000,000.00

- B. **Commercial General Liability Insurance**, including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Five Hundred Twenty Five Thousand Four Hundred Twenty Three (\$2,525,423.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Eight Thousand Eight Hundred Fourteen Dollars (\$378,814.00)** for any one person in a single accident or occurrence.

- C. **Automobile Liability Insurance** covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Five Hundred Twenty Five Thousand Four Hundred Twenty Three (\$2,525,423.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Eight Thousand Eight Hundred Fourteen Dollars (\$378,814.00)** for any one person in a single accident or occurrence.

- D. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect BFL through insurance against applicable hazards or risks and shall provide evidence of such insurance.

- E. **Notice:** The Contractor and/or subcontractor shall furnish BFL prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (10) days written notice to BFL.

- 5. **Other Terms and Conditions:**
 - 5.1 **Assignment:** The Lessor shall not assign any interest in this lease, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the Lessee thereto. Provided, however, that claims for money due or to become due to the Lessor from the Lessee under this lease may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the Lessee. Any such assignment is expressly subject to all rights and remedies of the Lessee under this lease, including the right to change or delete activities from the lease or to terminate the same as provided herein, and no such assignment shall require the Lessee to give any notice to any such assignee of any actions which the Lessee may take under this lease, though the Lessee will attempt to so notify any such assignee.

 - 5.2 **Severability:** In the event any provision of this rental agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

5.3 **Venue:** This rental agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this lease be adjudicated, venue shall be proper only in the Circuit court of Saint Louis County, Missouri.

5.4 Should any vendor choose not to renew the bid awarded, BFL reserves the right to terminate the contract with that vendor and select the next qualified bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items (including multiple bid awards).

6. **Basis of Award:**

Awards will be made to the lowest, responsive and responsible multiple bidders. It is the intent of BFL to place orders with the lowest priced responsive, responsible bidders who can provide the equipment at the time needed for the length of time required. BFL reserves the right to place orders with other vendors, in the event of an urgent, immediate need, and/or delivery time and availability of service requested cannot be met by the lowest priced vendor at the time of need.

Low bidder will be determined by the lowest rental charge per applicable time period and availability of equipment.

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INVITATION FOR BID #024-2010
SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

Off-Road Heavy Equipment which may be required by BFL for temporary use on BFL projects for various projects and various lengths of time according to the need and requirements are listed below. The primary user departments will be Public Works, Solid Waste Landfill, Street Maintenance, and Sanitary Services. This equipment will be used on an as required basis. Successful Bidders shall supply the Manufacturer's most current model equipment meeting the minimum requirements below.

2. SCHEDULE OF EQUIPMENT: EQUIPMENT SPECIFICATIONS: *Minimum Requirements*

2.1 Item One, \ ' u) ' u

2.2 Item Two, \ " ' u

2.3 Item Three, \ #

2.4 Item Four, u ' ')

3. SPECIAL CONSIDERATIONS:

3.1 **Delivery:** All delivery charges shall be quoted as a flat fee (each way) and **include all costs** (permits, fuel, labor, rigging, etc.) associated with delivery and pick-up. Delivery will be between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, unless otherwise agreed upon by the requesting department.

3.2 **Maintenance:** Lessor shall provide written instructions for the daily and weekly operating maintenance procedures which shall be performed by BFL.

All scheduled Preventative Maintenance and Service Repair shall be performed by the Lessor, as required. Lessor shall provide BFL with the maintenance schedule for the rented equipment. BFL will notify the Lessor when equipment requires maintenance according to the schedule provided.

3.3 **Physical Damage:** Upon finding by BFL that all rental equipment is in satisfactory working condition and free from obvious mechanical and structural defects, BFL agrees to surrender the equipment at the expiration of the rental term, in the same rented condition, excepting normal wear and tear.

In case of theft or loss of equipment the fair market value shall be established in accordance with generally accepted accounting practices for this type of equipment.

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BID FORM – PROPOSAL
IFB #024-2010

SUBMITTED BY _____
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.
 The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to BFL in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

ITEM	DESCRIPTION	DAILY	WEEKLY	MONTHLY	QUARTERLY	DELIVERY PICK-UP (FLAT FEE)
	NUMBER OF HOURS/DAYS TO DETERMINE EACH OF THE FOLLOWING RATE PERIODS:	_____ HRS	_____ HRS OR _____ DAYS	_____ HRS OR _____ DAYS	_____ HRS OR _____ DAYS	
1.	Three One Ton Dump Trucks MFR _____ MODEL _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	One Box Truck MFR _____ MODEL _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	One Chipper MFR _____ MODEL _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

ITEM	DESCRIPTION	DAILY	WEEKLY	MONTHLY	QUARTERLY	DELIVERY PICK-UP (FLAT FEE)
4.	Two 20 Yard Dumpsters					
	MFR _____ MODEL _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	MFR _____ MODEL _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

**** If bidding an "equal", enclose equipment specifications with bid and note any exceptions on Affidavit of Compliance.**

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____ % _____ Days, Net _____ Days

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STATEMENT OF "NO BID"
IFB #024-2010

RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES TO DO SO.

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #240-2010** FOR **OFF-ROAD HEAVY EQUIPMENT RENTAL** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____