



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Marlene Ridgway, Buyer
Phone: (573) 886-4392 – Fax: (573) 886-4390
Email: midgway@boonecountymo.org

Bid Data

Bid Number: **09-16MAR04**

Commodity Title: **Mobile Shelving System**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY, MARCH 16, 2004
Time: 10:25 A.M. (Bids received after this time will be returned unopened)
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**
Directions: The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: TUESDAY, MARCH 16, 2004
Time: 10:30 A.M. C.S.T.
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Exhibit A - References
Exhibit B – Proposed Area
Standard Terms and Conditions
“No Bid” Response Form**

1. **Introduction and General Conditions of Bidding**
- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from date of award through one year with an additional two (2) one-year renewals unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEM TO BE PROVIDED** – For the furnishing, delivery and installation of a new High-Density Mobile Shelving System. Carriages, track, rail, controls and gearing must be provided by the manufacturer specifically for the installation of the units described above.
- 2.1.1. **Capacity** – Proposed unit must accommodate a minimum of 13,000 actual filing inches. Bidders must attach a drawing of the unit configuration proposed. Drawing must be to scale.
- 2.2. **MINIMUM SPECIFICATIONS**
- 2.2.1. System must have mechanically assisted movable carriages with safety locks on 3-spoke handle design.
- 2.2.2. If the bidder proposes a system requires that requires fixed carriages, they must be uniform in construction as the movable carriages.
- 2.2.3. The shelving system must be completed level, grouted track and deck system finished with floor covering to match existing area.
- 2.2.4. The system shall have finished laminate front end panels with standard finish.
- 2.2.5. The construction shall be all steel four post double wall L & T design shelving system with textured powder coat paint finish.
- 2.2.6. Shall have heavy gauge steel shelves with proper reinforcement to prevent shelf deflection due to heavy weight of books.
- 2.2.7. Shall have a minimum of five (5) adjustable file dividers per shelf.
- 2.2.8. Height of unit shall not exceed six (6) levels of storage.
- 2.2.9. Vendor should include product literature for proposed system with response.
- 2.3. **ADD ALTERNATES**
- 2.3.1. **Add Alternate #1** - Bidder's will be asked to respond with cost to remove all county deed books from existing shelving, dismantle and relocate current shelving while the mobile shelving is being installed. This will also include reloading county deed books back into new shelving system.
- 2.3.2. **Add Alternate #2** - Bidder may choose to configure a system using new and pre-owned equipment. Boone County will consider pre-owned equipment if it meets the minimum specifications. Bidder shall include a detailed description of alternate configurations.
- 2.3.3. **Add Alternate #3** – The County is interested in possibility of expanding the unit in the future. Please provide information on how the proposed unit can accommodate additional shelving or carriages.
- 2.4. **MINIMUM REQUIREMENTS**
- 2.4.1. Bidders must possess a minimum of five (5) years of industry experience. Installers must also possess a minimum of five (5) years of industry experience and be fully factory certified. System must be installed per the manufacturer's specifications.
- 2.4.2. Bidder must field verify all room and media dimensions.
- 2.4.3. Manufacturer must possess a minimum of ten (10) years of manufacturing experience in the mobile shelving industry.
- 2.4.4. Manufacturer must provide a minimum of a five (5) year warranty on all materials and two (2) years on workmanship.
- 2.5. **CONTRACTOR'S RESPONSIBILITIES**
- 2.5.1. Attachment A is a drawing for bidder's use of area measurements. Bidder is not required to propose exact configuration as in Attachment A. This is only to be used as a concept of area proposed. It shall be the responsibility of each bidder to become fully informed as to the nature and extent of the work required and its relation to any other work in the building.
- 2.5.2. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.
- 2.5.3. Contractor is required to obtain the county's permission before processing and/or proceeding with any work necessitating cutting into or through any part of the building structure such as girders, beams, concrete, or tile floors.

2. Primary Specifications (cont.)

- 2.5.4. Contractor will be responsible for, and repair all damage to the building due to carelessness of their workers, and exercise reasonable care to avoid any damage to the building due to carelessness of the workers, and must report to the owner any damage to the building which may exist or may occur during the occupancy of the quarters.
- 2.5.5. Contractor will promptly correct all defects for which the Contractor is responsible.
- 2.5.6. During the progress of the work, the Contractor will remove rubbish and debris and tools and equipment upon completion of each workday. The Contractor must remove all tools and equipment, and must leave the premises clean and neat upon completion of the project. There are no disposal containers available to the Contractor on site.
- 2.5.7. Contractor may use subcontractors to perform work. However, all responsibilities rest with the Contractor. Bidders planning to utilize subcontractors' on this project must provide in the response the name, mailing address, and telephone number of each subcontractor along with a summary of the work to be performed by the subcontractor.
- 2.5.8. **Deviation(s):** Any deviation(s) to the above specification(s) shall be listed on a separate sheet(s) of paper and attached to the response form stating section number, component(s) with deviation(s) and a clearly defined explanation for deviation(s). Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.

2.6 COUNTY RESPONSIBILITIES

- 2.6.1. During the progress of the installation, county will allow the vendor and its employees access to the premises and facilities at all reasonable hours approved by Boone County.

- 2.7. **PREVAILING WAGE RATES** – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current prevailing wage order #10 is to be used.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The current prevailing wage is available on our website at www.showmeboone.com/purchasing.

- 2.8. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

- 2.8.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

- 2.8.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.

2. Primary Specifications (cont.)

- 2.8.3. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.8.4. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.9. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed to Marlene Ridgway, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: mriddgway@boonecountymo.org
- 2.10. **Designee** – Boone County Recorder of Deeds Office 801 E. Walnut, Room xxx, Columbia, MO 65201
- 2.11. **Delivery Terms:** FOB Destination – Boone County Recorder of Deeds Office 801 E. Walnut, Room 132, Columbia, MO 65201. Any deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.11.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

- 3. Response Presentation and Review**
- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "NA"
- 3.2 **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1 **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2 **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.2.3 The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing Department*.
- 3.2.4 If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office or web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3 **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1 **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4 **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1 **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5 **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1 **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2 **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3 **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4 **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3.5.5 Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. **Response Form** - Submit **three (3) complete copies** of your Response in a single sealed envelope, **clearly marked on the outside, left corner** with your company name and return address, the proposal number and the due date and time.

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

4.7. *PRICING* *PRICE*

- 4.7.1. Cost of High Density Mobile Shelving System per Section 2 \$ _____
- 4.7.2. System Brand Name and Model _____
- 2.7.3. Total Filing Inches in proposed system _____

- 2.7.4. Add Alternate 1 – Remove/Replace County Deed Books \$ _____
- 2.7.5. Add Alternate 2 – New/Pre-owned Shelving System (include description and drawing) \$ _____
- 2.7.6. Add Alternate 3 – Please provide information if possible regarding system expansion possibilities.

- 2.8. After Notice to Proceed is issued, contractor will begin work on this project within _____ days.
- 2.9. Project will be completed within _____ business after first day of work commencement.

2.10. BIDDERS MUST ATTACH A DRAWING OF THE UNIT CONFIGURATION. DRAWING MUST BE TO SCALE.

4.11. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.

- 4.11.1. Authorized Representative (Sign By Hand): _____
- 4.11.2. Type or Print Signed Name: _____
- 4.11.3. Date: _____

4.12. Will you honor the submitted prices for purchase by other entities in Boone County who Participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

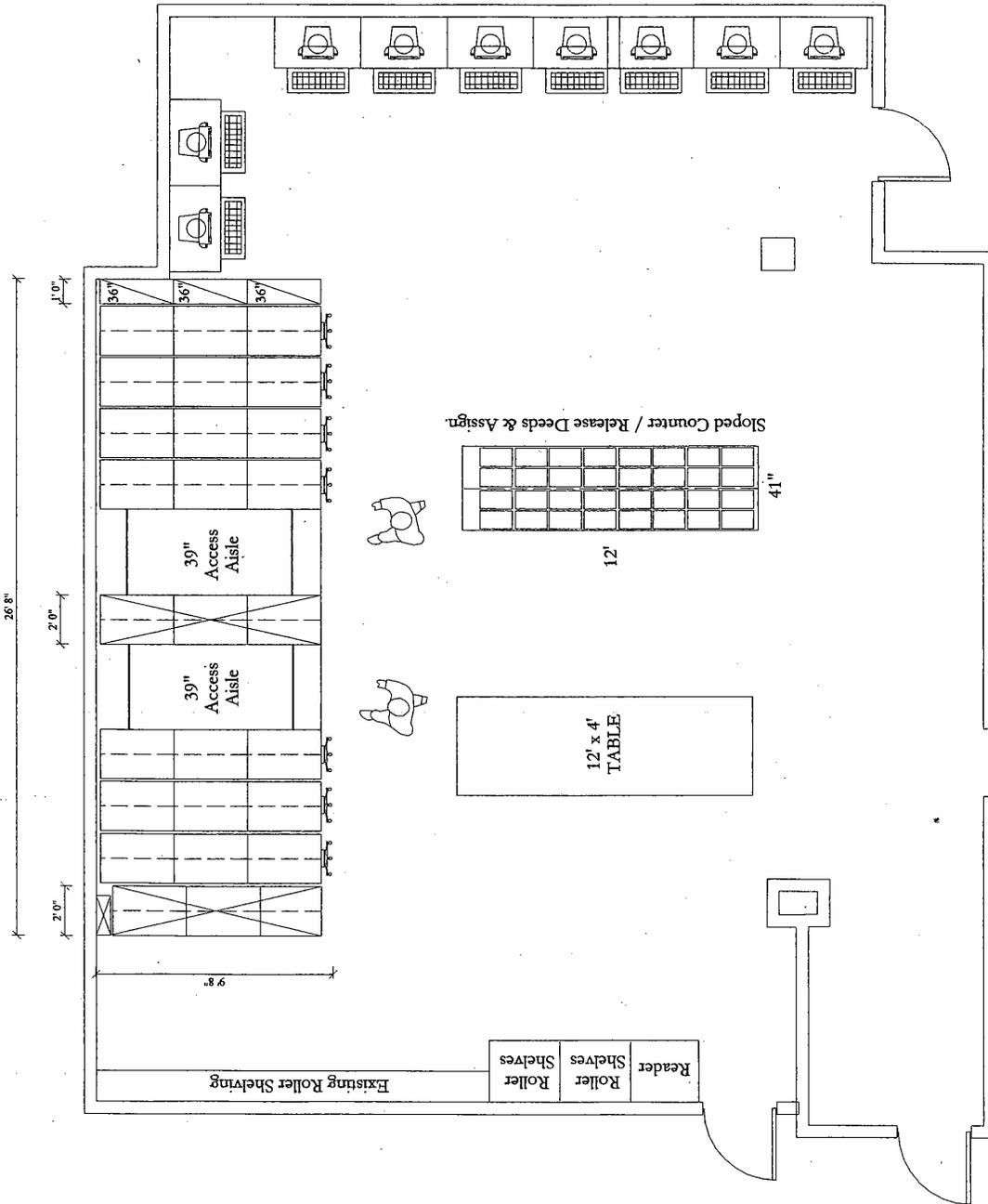


Exhibit B



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Marlene Ridgway, Buyer
Phone: (573) 886-4392- Fax (573) 886-4390

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1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
 8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
 9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
 10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
 11. No bid transmitted by fax machine will be accepted.
 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
 13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Marlene Ridgway, Buyer
(573) 886-4392– Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 09-16MAR04 – Mobile Filing System

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____