



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director of Purchasing
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Bid Data

Bid Number: **31-08JUN04**

Commodity Title: ***Mobile Office Building for Sheriff Department***

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, June 8, 2004**

Time: **10:25 A.M. C.S.T. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
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 – June 8, 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
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. **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 **Mobile Office Building** for the Boone County Sheriff Department as detailed in the following specifications. The County will either lease the modular unit(s) for a one-year term or purchase the unit, depending on the bids received. Bids must include all delivery, block and leveling, skirting installation and removal (for lease option only) charges. The County will contract separately for security and fire protection systems and for the connection of all utilities. Bidders will have the opportunity to provide a response to both purchase and lease options.
- 2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.2. **MINIMUM SPECIFICATIONS FOR THE MOBILE OFFICE BUILDING** – The following specifications are provided to set our expectation level. Any deviation to these specifications shall be identified and submitted with bidder's response.
- 2.2.1. Mobile Office should be either new, or like new but refurbished and less than 5 years old. If bidder is proposing a used unit, it must be identified in the response. Bidder shall submit pictures and unit shall be subject to viewing during the evaluation period.
- 2.2.2. Mobile Office should be a minimum of 672 square feet of interior floor space and have the workspace capacity of 4 to 10 people. Unit shall also be ADA compliant and have 2 private offices, a bathroom, and a storage closet.
- 2.2.3. **Frame:**
- 12" JR I-beam outrigger chassis frame
 - Angle & Rod @ 48" OC Crossmember
 - Detachable Hitch
 - Tandem Axles
 - 10-Ply Tires
 - Minimum 3 Mil Black Asphalt Paint
- 2.2.4. **Floor:**
- Woven Plastic Vapor Barrier Type Bottom Board
 - R-19 Fiberglass Insulation
 - 2 x 6 Floor Joists #3 SPF equal or better at 16" OC transverse
 - Single 5/8" T&G Plywood decking at 16" OC span
 - 1/8" Vinyl Composition Tile
- 2.2.5. **Exterior Walls:**
- 2 x 4 studs grade SPF equal or better at 16" OC
 - Bottom plate to be single 2 x 4 #3 SPF equal or better
 - Top plate to be double 2 x 4 #3 SPF equal or better
 - 8' wall height
 - 1/4" wall covering Williams Birch equal or better
 - R-11 Kraft Faced Fiberglass Insulation
 - 1/8" Thermoply sheathing
 - .019 aluminum siding and trim
- 2.2.6. **Interior Walls:**
- 2 x 4 studs grade SPF equal or better at 16" OC
 - Bottom plate to be single 2 x 4 #3 SPF equal or better
 - Top plate to be Double 2 x 4 #3 SPF equal or better
 - 8' wall height
 - 1/4" wall covering Williams Birch equal or better

2. Primary Specifications (cont.)**2.2.7. Roof:**

- Rafters_Bowed Trusses at 16" OC
- Ceiling_1/2" Prefinished Gypsum ceiling white
- R-19 Fiberglass Insulation
- 3/8" OSB sheathing
- 30 GA Galvanized Steel Roof
- Standard J-Rail gutters

2.2.8. Exterior Doors:

- 36" X 80" Steel doors with steel jambs – no windows

2.2.9. Interior Doors:

- Hollow core doors with acceptable door handles and privacy locks.

2.2.10. Windows:

- Single Glass Windows with horizontal slider, mill finish, screens and mini blinds.

2.2.11. Electrical:

- 120/240 V single phase, 3 wire 60 hz with ground
- 1- 16 circuit with 100 AMP main breaker
- 1-1/2" EMT conduit stub thru floor
- Min #14 AWG thru EMT conduit raceway
- At least 9 – 4' double tube surface mounted fluorescent strip light
- 2 exterior lights
- 120 volt 15 AMP Ivory duplex ground type receptacles including GFI receptacles in the restroom
- Provide Heat tape
- 120 V ivory toggle type switches
- Installed smoke detectors and emergency exit lights

2.2.12. Plumbing:

- Type L copper
- PVC waste line
- 6-gallon water heater
- water closet – 1 white china elongated bowl with open seat
- 20" plastic oval in countertop with base lavatory
- Miscellaneous: Toilet paper holder and mirror

2.2.13. HVAC:

- 10 KW 240 V Electric Resistant Heat Strip
- 30,000 BTU 240 V Single Phase Bard Air Conditioner
- 14" x 7" duct in roof
- 6 – 8x8 white diffusers with adjustable dampers
- Return air unit with grilles
- 100-CFM Exhaust fan with light

2.3. OPTIONS:

2.3.1. 48" Coffee Bar with H.P.L. Counter top and 15"x15" bar sink

2.3.2. Double Studs for wall hung cabinet at County's specified location. Bidder shall submit price for each cabinet.

2.3.3. 7/16" or better wood siding with wood trim.

2.3.4. Commercial grade carpet in private offices.

2.4. CONTRACTORS RESPONSIBILITIES

2.4.1. Contractor is responsible for delivery and setup including but not limited to tie down to concrete piers and leveling building and installing the skirting.

2.4.2. The unit is to be setup on the Sheriff's Department lot at the intersection of Hwy 124 and Hwy 63 North. Arrangements can be made to visit the site by calling Captain Kevin Merritt at (573) 875-1111.

2.4.3. Provide a building floor plan layout sketch with the bid. (site visit will provide utility locations)

2.4.4. The unit must be delivered and setup by July 16, 2004.

2.4.5. Provide instructions for pier and blocking locations.

2.5. **BOONE COUNTY'S RESPONSIBILITIES**

2.5.1. All connections to water, electric and sewer will be the responsibility of Boone County.

2.5.2. Boone County will be responsible for all applicable permits and meeting local codes.

2.6. **LEASE OPTION**

2.6.1. If the lease option is selected by the County, the lease term shall cover a one year period from the date of contract award. The lease term may be extended based on the same prices, terms and conditions at the expiration of its term at the County's option. Notice of intent to extend the lease term will be given to the Contractor in writing by the County, at least 60 days before the expiration date of the original lease term.

2.7. **DELAYS**

2.7.1. If delay is foreseen, contractor shall give thirty (30) days prior written notice to the Purchasing Department. County has the right to extend delivery date if reasons appear, in the sole discretion of the County, to be valid. Contractor must keep the County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Purchasing Department to acquire the units elsewhere and charge the full increase in cost and handling to the defaulting contractor.

2.8. **TERMINATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL YEARS**

2.8.1. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

2.9. **INSURANCE REQUIREMENTS -**

2.9.1. **Contractor's Insurance** - 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.

2.9.2. **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.

2.9.3. **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.

- 2.9.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.9.5. **Owner’s Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.9.6. **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.
- 2.9.7. **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.
- 2.10. **WARRANTY:** Bidder shall submit warranty information with their bid response.
- 2.11. **BILLING AND PAYMENT** - Payment will be made within 30 days from receipt of a correct invoice. Invoices shall be mailed to the Designee.
- 2.12. **DELIVERY** - FOB Destination - Delivery to the Intersection of Hwy 124 and Hwy 63 North. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.13. **DESIGNEE** – Boone County Sheriff’s Department, Attn: Captain Kevin Merritt, 2121 County Rd, Columbia, MO 65202.
- 2.14. **Bid Clarification Contact** - All clarification requests shall be made in writing and received within 5 days before bid opening. Contact: Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone (573) 886-4391 or Facsimile (573) 886-4390 or Email: mbobbitt@boonecountymmo.org.

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 "N/A."
- 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** - The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing*.
 - 3.2.3. 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:

4.7. Pricing

4.7.1. Mobile Office as specified in Section 2 – Outright purchase

\$

4.7.2. Brand:

4.7.3. Model and Year:

4.7.4. Optional Countertop and Sink per section 2.3.1.

\$

4.7.5. Optional installation of double studs in interior walls per sec. 2.3.2.

\$

7/16” or better wood siding with wood trim.

\$

Commercial grade carpet in private offices.

\$

4.8. Mobile Office as specified in Section 2 – Lease

\$

per month

4.8.1. Brand:

4.8.2. Model and Year:

4.8.3. Optional Countertop and Sink per section 2.3.1. additional per month

\$

4.8.4. Optional installation of double studs in interior walls per sec. 2.3.2. additional per month

\$

7/16” or better wood siding with wood trim.

\$

Commercial grade carpet in private offices.

\$

4.8.5. Any additional fees to anticipate when building is returned (list if necessary)

4.10. Warranty description

4.11. Delivery after Receipt of Order

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

4. Response Form – (cont.)

4.13. 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 has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.13.1. Authorized Representative (Sign By Hand):

4.13.2. Type or Print Signed Name:

4.13.3. Today’s Date: _____



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director of Purchasing

Phone: (573) 886-4391- Fax (573) 886-4390

E-mail: mbobbitt@boonecountymo.org

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 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director of Purchasing
(573) 886-4391– 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: 31-08JUN04 - Mobile Office Building for Sheriff Department

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____