



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

Request for Bid (RFB)

Heather Turner, CPPB, Buyer
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Bid Data

Bid Number: **57-13OCT05**
Commodity Title: **Bakery Products Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **THURSDAY – October 13, 2005**
Time: **10:30 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 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: **THURSDAY – October 13, 2005**
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**

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 us. 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 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. Bidder's 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. The 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.
- 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 December 31, 2006 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 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. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Bakery Products** for the Boone County Jail as specified herein.
 - 2.1.1. All orders shall be placed on an “as needed basis”. The County does not guarantee a minimum volume for purchases under a prospective contract. In addition, the County reserves the right to purchase bakery products from other vendors when the County deems the purchase necessary.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from Date of Award through December 31, 2006. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **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 bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. 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.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
 - 2.5.1. The contractor shall extend any and all special promotional (including ‘educational’ promotions) sale prices or discounts immediately to the County during the term of the contract. These prices shall be honored for the duration of the specific sale or discount period.
 - 2.5.3. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.
- 2.6. **REPLACEMENT OF DAMAGED PRODUCT** – The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning damaged items to the contractor for replacement.
- 2.7. **MINIMUM ORDER QUANTITY** – The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the County.
- 2.8. **DELIVERY** – The contractor shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an order. Delivery shall include unloading shipments at the Sheriff’s Department North Door, 2121 County Drive, Columbia, MO 65202. All orders received on the last day of the contract must be shipped at the contract price. All deliveries must be coordinated with the County.
 - 2.8.1. The contractor must deliver bread products which are “strictly fresh” except for “day old” products as specified on the Response Form. “Strictly fresh” shall be defined to mean that the product was baked not more than twenty-four (24) hours prior to delivery.
 - 2.8.2. The desired delivery is two (2) calendar days after the receipt of a properly executed order. If the bidder’s delivery is different than the desired two (2) calendar days, the bidder must state on the

- Response Form the number of days for delivery after receipt of an order.
- 2.8.3. The contractor shall coordinate deliveries on an official County holiday with the County designee.
 - 2.8.4. The contractor shall make all deliveries between 4:30 a.m. and 7:00 a.m. CST on Mondays and Thursdays ONLY unless alternate arrangements have been made with the County Designee.
 - 2.9. **PRODUCT SPECIFICATIONS** – All bread products shall be made from flour (unless specified otherwise) and enriched according to United States government standards. All bread products must meet the requirements of the state with respect to quality and wholesomeness.
 - 2.10. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202. Payment will be made within 30 days from receipt of an accurate **monthly statement**.
 - 2.11. **PRODUCT SUBSTITUTIONS** – The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the County.
 - 2.12. **DESIGNEE** – Boone County Facilities Sheriff's Department and Jail, 2121 County Drive, Columbia, Missouri 65202.
 - 2.13. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Heather Turner, CPPB, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: hturner@boonecountymo.org.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 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. We are 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 proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 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** - We reserve 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** - We reserve 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** - Our 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** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
 - 3.5.5. In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. Federal Tax ID:

- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7. **PRICING**-If the unit of measure specified below is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified below.

Bakery Products

Item #	Product Description	Est. Qty	U/M	Unit Price
4.7.1.	Bread, White, 1-1/2 lb Per Loaf, 26 Slices Per Loaf with NO ends, Sliced and Wrapped	7,700	EA	\$ _____
4.7.2.	Buns, Hamburger, 4" Diameter, 12/pkg	1,224	PKG	\$ _____
4.7.3.	Buns, Hot Dog, Individually Sliced, 6" Length, 12/pkg	1,256	PKG	\$ _____
4.7.4.	Rolls, Brown & Serve, Split Top Dinner Roll, 2-1/2" X 2-1/2" Minimum Size, 12/pkg	—	PKG	\$ _____
4.7.5.	English Muffins, Sliced and Wrapped, 6/pkg	756	PKG	\$ _____
4.7.6.	Bagels, Plain, White, Sliced, 2.3 oz, 6/pkg	1,596	PKG	\$ _____

4.8. Maximum Percentage Increase for each potential renewal period:

_____ % 1st Renewal Period

_____ % 2nd Renewal Period

ALTERNATE: "Day Old" Products –It is the intent of the County to generate cost savings in the area of bakery products by utilizing "day old" bakery products when possible. The bidder shall state their "day old" policy below as well as prices for such items.

4.9. "Day Old" Policy:

	Description	U/M	Unit Price
4.9.1.	Bread, White, 1-1/2 lb Per Loaf, 26 Slices Per Loaf with NO Ends, Sliced and Wrapped	EA	\$ _____
4.9.2.	Buns, Hamburger, 4" Diameter, 12/pkg	PKG	\$ _____
4.9.3.	Buns, Hot Dog, Individually Sliced, 6" Length, 12/pkg	PKG	\$ _____
4.9.4.	Rolls, Brown & Serve, Split Top Dinner Roll, 2-1/2" X 2-1/2" Minimum Size, 12/pkg	PKG	\$ _____
4.9.5.	English Muffins, Sliced and Wrapped, 6/pkg	PKG	\$ _____
4.9.6.	Bagels, Plain, White, Sliced, 2.3 oz, 6/pkg	PKG	\$ _____

4.10. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. Type or Print Signed Name:

4.10.3. Today's Date: _____

4.11. 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

4.12. Delivery: _____ Days ARO



Standard Terms and Conditions

Boone County Purchasing

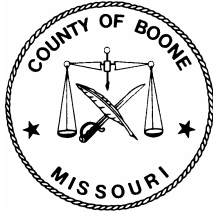
601 E. Walnut, Room 209

Columbia, MO 65201

Heather Turner, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid 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 bid 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. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



“No Bid” Response Form

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

Heather Turner, CPPB, 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: 57-13OCT05

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

