

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

Melinda Bobbitt, CPPB, Director

(573) 886-4391 – Fax: (573) 886-4390 Email: mbobbitt@boonecountymo.org

Bid Number: 55-17OCT08

Commodity Title: Mobile Filing Systems Term and Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline - Bid Closing

Day / Date: FRIDAY - October 17, 2008

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: FRIDAY - October 17, 2008

Time: 10:30 A.M. C.T.

Location / Address: Boone County Johnson Building Conference Room

601 E. Walnut, Conference Room 213

Columbia, MO 65201

Bid Contents

1.0: Introduction & 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 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. An "Invitation For Bid" is used when the need is well defined. An "Invitation 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, 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** The Term and Supply Contract period resulting from this bid will have an initial term from date of award through December 31, 2009, and may be automatically renewed for an additional four (4) 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. **SCOPE OF CONTRACT -** Boone County, hereinafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred as "Contractor" for a Term and Supply contract for the furnishing and delivery of mobile filing systems with optional installation, to meet the requirements of Boone County.
- 2.1.1. County departments will order high density movable filing systems, L&T shelving, and filing/storage cabinets and trucks of various types and quantities on an "as required" basis. The County requests direct shipment, inside delivery to the ordering department location. The Contractor shall also provide complete installation services to all department locations as an option. The cost of the installation services will be handled as an hourly charge.
- 2.1.2. The contract shall also include additional furniture items/series, not specifically itemized herein. The bid cost of these items shall be expressed as a discount off manufacturer's established list prices.

2.2. **DETAILED SPECIFICATIONS**

- 2.2.1. The series/catalog number and descriptions specified herein are those of TAB Products Company, LLC of Mayville, Wisconsin. The use of catalog numbers and specific requirements/descriptions are not intended to preclude equivalent products by other acceptable manufacturers, but are given to establish a standard of design and quality for materials, construction and workmanship.
- 2.2.2. The TAB systems included in the specifications, as detailed in Part Four, Response Page, are as follows:
 - High Density Movable Filing Systems
 - L & T Shelving
 - Filing/Storage Cabinets and Trucks

2.3 SPECIAL CONDITIONS

2.3.1. Descriptive Literature and Technical Specifications:

- 2.3.1.1. Bidders shall submit with their bids complete descriptive literature and detailed specifications, current catalogs/price lists, finish/fabric charts and delivery schedules.
- 2.3.1.2. If requested by the County, bidder will be required to provide within seven (7) days, COMPLETE technical specifications and actual standard finish/fabric samples for the products quoted.

2.3.2. **Samples:**

- 2.3.2.1. Bidder may be required to submit samples/mock-ups of the systems quoted for evaluation, but should not do so unless specifically requested by the County. If requested, bidder must deliver and set-up all required samples in the designated area at the County. Bidder will be allowed one (1) day each for set-up and removal of all required samples. The County will make any and all requests for samples at least three (3) weeks prior to the selected date.
- 2.3.2.2. All related costs for furnishing the required samples shall be the sole responsibility of the bidder. The County reserves the right to examine such samples in any way it may see fit to determine whether they meet the specifications.

2.3.3. Workmanship:

2.3.3.1. All equipment, materials, and articles, incorporated in the equipment are to be new and of the best grade of their respective kinds for the purpose. The County shall have the right to reject materials, workmanship, and such items of equipment as are defective, or may require their correction.

2.3.4. **Inspection:**

- 2.3.4.1. The materials, patterns, fabricated members, and assembled or partially assembled items of equipment may be inspected at the factory or elsewhere by a representative of the County at any time during the process of manufacture or until final delivery and acceptance, to determine whether or not there is compliance with the requirements of these specifications.
- 2.3.4.2. Approval prior to the time of final acceptance shall not preclude rejection of delivered items, which

do not satisfy these specifications.

2.3.5. **Warranty:**

2.3.5.1. Contractor should fully warrant all items furnished hereunder against defects in design, materials, and workmanship. Describe warranty on Response Page or attach warranty.

2.3.6. Discounts:

- 2.3.6.1. Bidder shall provide, in the space provided on the response form (section four), the discount percentage off their current applicable manufacturer price lists.
- 2.3.6.2. The discount applied for all manufacturer replacement parts.
- 2.3.6.3. The minimum percentage discount for product lines introduced after inception of the contract, and other existing lines not specified herein.
- 2.3.6.4. **Pricing:** This term and supply contract will be used for future projects. Please clearly state fixed hourly rates for installation on Response Page. The County will notify the applicable contractor when work/equipment is required. The contractor shall respond to the County within forty-eight hours after notification. The County will schedule a meeting with the contractor and the proper County representatives to discuss the work/equipment required. A site visit shall be scheduled by the contractor to field verify all dimensions and County requirements prior to submitting cost proposal. Following site visit, the contractor shall submit to the County a not to exceed cost proposal to provide the equipment and perform the work based upon their fixed hourly installation rates and equipment discounts contained in the contract. The proposal shall contain the estimated number of installation hours, the required equipment with cost, estimated completion date and a not to exceed price. After review and acceptance of the proposal, the County will issue a purchase order to perform the work and order the equipment. Proposals shall be prepared at no cost to the County.

2.3.7. **Delivery:**

- 2.3.7.1. All orders shall be shipped FOB destination Inside Delivery; Boone County, Columbia, Missouri, with all transportation and delivery charges fully prepaid and allowed. The seller pays and bears the freight charges. Each order shall be shipped on a separate bill of lading with packing list enclosed.
- 2.3.7.2. The County will refuse shipments received with visible damage. The County will report shipments received with concealed damage to the carrier within fifteen (15) days. The inspection report and delivery receipt will then be forwarded to the Contractor. Replacement and repair of ALL damaged items shall be handled on an immediate turnaround basis by the Contractor.
- 2.3.7.3. Title to and risk of loss or damage as to all items of furniture shall remain in and be the responsibility of the Contractor prior to delivery/installation and acceptance by the County.

2.3.8. **Installation:**

- 2.3.8.1. Bidder MUST provide the County the option of ordering equipment on an installed basis, the cost of which shall be handled as an hourly charge to install the equipment ordered. The hourly charge for each product category shall be indicated in the space provided on the Response Page.
- 2.3.8.2. The Contractor shall be responsible for providing all labor and materials necessary to complete the installation, which shall include delivery of equipment to the installation site, unpacking, inspection for damage, assembly as required and shown on installation drawings, setting equipment in place, and removal of packing material from the premises. All equipment shall be in a clean and operating condition, with no scratches, dents or other damage, before acceptance by the County.
- 2.3.8.3. Unless prior arrangements are made and agreed to in writing, the County will not be responsible for receiving or storing equipment destined for installation.
- 2.3.8.4. While subcontracting the installation service is permissible; the Contractor shall be responsible to the County for all acts, defaults, and omissions of his subcontractor. Installer(s) must be factory trained and approved for installation of quoted manufacturer(s) products. Bidder may be required to submit installer(s) qualifications. Bidder must indicate proposed installer(s) for the County in the space provided on the Response Form.
- 2.3.8.5. Installation shall be coordinated in advance with the County Representative for the order.

- 2.3.9. **Sub-Contractor Installation Requirements:**
- 2.3.9.1. The installer shall contact the County within three (3) working days after receipt of shipment, to schedule installation.
- 2.3.9.2. Installation shall occur within two (2) weeks after receipt of shipment by the installer, unless the County has approved an alternate schedule.
- 2.3.9.3. The installer will not be required to warehouse orders free-of-charge for more than four (4) weeks after receipt of shipment, due to delays caused by the County. If such a delay occurs, any additional storage fee shall be a fair and reasonable amount based on current, local competitive pricing.
- 2.3.10. **Payment:**
- 2.3.10.1. Payment will be made within thirty (30) days following completion of the orders and receipt of a correct invoice. The County will make payments for orders involving installation within thirty (30) days following completion of the job and acceptance.
- 2.3.10.2. Application for payment must be made on Contractor's regular invoice forms and submitted to the County in duplicate.
 - 2.3.11. **Contact** Melinda Bobbitt, CPPB, Director, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone: (573) 886-4391; Facsimile (573) 886-4390; E-mail: mbobbitt@boonecountymo.org.
 - 2.3.12. Catalogs and Updates:
- 2.3.12.1. The Contractor shall provide and maintain (update), without cost to the County, current catalogs, brochures, and finish samples for purchasing in the quantity and format requested by the County.
 - 2.3.13. **Non-Exclusivity:**
- 2.3.13.1. The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
 - 2.3.14. **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.
- 2.3.14.1. 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, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. 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. Insurance limits indicated below may be lowered at the discretion of the County.

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 \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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.

2.3.14.2. 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 and any subcontractor performing work covered by this contract, 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 for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 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. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, 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 \$2,000,000.00 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.

- 2.3.14.3. **COMMERCIAL Automobile Liability** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 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.
- 2.3.14.4. **Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.3.14.5. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor 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.

- 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." 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 -** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at http://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 or "No Bid" Response, 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 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** 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** Your pricing must be held until contract execution or 60 days, whichever comes first.

County of	f Boone	Purchasing Department			
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.					
	() Individual/Proprietorship - Individual Name				
4.7.	High Density Movable Filing Systems - TAB % Discount from List:%	3 or Equivalent			
	Complete pricing below as example of this % list from catalog Attach catalog pages to this Response Page.	that is in effect October 13, 2008.			
	PRICING INFORMATION	QTY UNIT PRICE			
4.7.1.	TAB-TRAC End & Back Panels – Laminate Custom Ed Item #M236 – Fixed 9"-17" Manufacturer: Model #:	1 \$			
4.7.2.	TAB SIDE-TRAC – 4-Post Side-Trac Item #MM3007-30-48 – 30"W x 48"H Calif. UBC Shelving Back Asssembly for Movable Carr Manufacturer: Model #:	1 \$ iages			
4.8.	Filing/Storage Cabinets and Trucks - TAB or Equivalent % Discount from List:%				
	Complete pricing below as example of this % list from catalog that is in effect October 13, 2008. Attach catalog pages to this Response Page.				
	PRICING INFORMATION	QTY UNIT PRICE			
4.8.1.	Data Media Cabinets: Item #S2023 – 2 compartment, without doors Manufacturer: Model #:	1 \$ Delivery Time:			

	PRICING INFORMATION	QTY	UNIT PRICE
9.1.	Open Shelf Filing Units Item #LCT-7-3612-6-M – TS22 Closed Start 7/6 MOB 30"W x 18"D x 27 1/8"H, with side-to-side hanging folde Manufacturer: Model #:		
.10.	Installation Price Schedule Category Hourly Charge (\$) High Density Movable Filing Systems\$/hour Filing/Storage Cabinets & Trucks \$/hour L&T Shelving \$/hour	\$	nimum Charge
.11.	Reconfiguration Price Schedule Category Hourly Charge (\$) High Density Movable Filing Systems\$/hour Filing/Storage Cabinets & Trucks \$/hour L&T Shelving \$/hour	9	nimum Charge
.12.	Design Services Price Schedule High Density Movable Filing Systems\$/hour Filing/Storage Cabinets & Trucks \$/hour L&T Shelving \$/hour	\$ \$ \$_	S
.13.	Manufacturer Replacement Parts Catalog Discount High Density Movable Filing Systems Manufacturer Discount: Filing/Storage Cabinets & Trucks Manufacturer Discount: L&T Shelving Manufacturer Discount:		
1.14	Additional Product Lines Discount Minimum discount for all product lines introduced after in lines not specified herein:	nception of the co	ontract, and all exi

4.15.	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			
	<u>Invitation for Bid which have been read and understood, and all of which are made part of this order.</u> 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.			
4.15.1.	Authorized Representative (Sign By Hand):			
	Date:			
4.15.2.	Print Name and Title of Authorized Representative			
4.16	Delivery Date After Receipt of Order:			
4.17.	Will you honor the submitted prices for purchase by other entities in Boone County who			
4.17.	participate in cooperative purchasing with Boone County, Missouri? Yes No			
	participate in cooperative parenasing with boone county, missouri:105			
4.18.	Describe or attach warranty for all equipment bid.			
	v 1 1			

"No Bid" Response Form



Boone County Purchasing

601 E. Walnut, Room 208 Columbia, MO 65201 Melinda Bobbitt, CPPB, Director

(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: 55-17OCT08 – Mobile Filing Systems Term and Supply

Business Name:	
Address:	
Telephone:	
Contact:	
Date:	
Reason(s) for not bidding:	