



Request for Bid (Bid)

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

Tyson Boldan, Buyer
Phone: (573) 886-4392 Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **44-28SEP11**
Commodity Title: **HVAC Filters Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, SEPTEMBER 28, 2011**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnston Paint Building
613 E. Ash, Room 109
Columbia, MO 65201**
Directions: **The Johnston Paint Building is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.**

Bid Opening

Day / Date: **WEDNESDAY, SEPTEMBER 28, 2011**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Johnston Paint Building Conference Room
613 E. Ash, Room 109
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**
- Work Authorization Certification**
Certification of Individual Bidder
Affidavit
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, 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. 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 also reserves the right to award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms. 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.
- 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 period resulting from this Bid will have an initial term from date of award through December 31, 2012, and may be automatically renewed for an additional two (2) years unless canceled by 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 HVAC filters to the Boone County Facilities as detailed in the following specifications.
- 2.2. The unit prices for the standard items 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 standard items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided for the standard items, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **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.
- 2.4. **CONTRACT EXTENSION** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 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.
- 2.6. **SCOPE OF SERVICE** – The Facilities Maintenance, Public Works, and Sheriff’s departments will order HVAC filters of various types and quantities, as detailed on the *Response Form*. All Orders shall be made in case Quantities of 4-12 Filters/Case. Orders are expected to take place as needed over the course of the contract term. All quantities given are just estimates and are subject to change.
- 2.6.1. The contract shall also include filter sizes that the County is not currently purchasing but may purchase in the future. The contractor should provide a price for these items on the *Response Form*.
- 2.6.2. All HVAC filters must be new. No refurbished or recycled filters are acceptable.
- 2.7. **DELIVERY** – Delivery shall be made FOB Destination, inside delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges. All deliveries must be made to the corresponding address to the department that made the order.
- 2.7.1. **Delivery Address** – Delivery shall be made to the following address: Facilities Maintenance orders will go to Boone County Public Works North Facility, 5501 Oakland Gravel Drive, Columbia, MO 65202 USA. The contractor must contact Bob Davidson, Facilities Maintenance Manager, at: 573-886-4401 at least 24 hours prior to a delivery being made in order to ensure someone is able to unlock the facility.
 - Sheriff’s Department orders will go to Boone County Sheriff’s Department, 2121 County Drive, Columbia, 65202 USA. The contractor must contact Bob Schwartz, Senior Facilities Maintenance Technician, at: 573-875-1111 at least 24 hours prior to a delivery being made in order to ensure someone is able to unlock the facility.
 - Public Works Orders will go to Boone County Public Works Department, 5551 Hwy 63 South Columbia, MO 65201 USA. The Contractor must contact Greg Edington, Fleet Op Superintendent, at: 573-449-8515 at least 24 hours prior to a delivery being made in order to ensure someone is able to unlock the facility.
- 2.7.2. **Delivery Time:** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., local time Monday through Friday, excluding county holidays.

- 2.8. **USAGE REPORT** – One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders. A report should be furnished by the Contractor yearly upon request by the Purchasing department. The report should include the description of the item, item #, quantity, and dollar amount.
- 2.9. **BILLING AND PAYMENTS** – Invoices shall be submitted to each department containing only the items that that department ordered.
 -Facilities Maintenance: 601 E. Walnut, Room 205, Columbia, MO 65201 USA.
 - Sheriff's Department, 2121 County Drive, Columbia, 65202 USA.
 - Public Works Department, 5551 Hwy 63 South Columbia, MO 65201 USA.
 Payment will be made within 30 days from receipt of an accurate *monthly* invoice. The associated Purchase Order Number must be referenced on the invoice.
- 2.10. **NON-EXCLUSIVITY** - 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.
- 2.11. **DESIGNEE** – Bob Davidson, Manager, Facilities Maintenance, 601 E. Walnut, Columbia, MO 65201 USA.
 - Bob Schwartz, Senior Facilities Maintenance Technician, 2121 County Drive, Columbia, 65202 USA.
 - Greg Edington, Fleet Op Superintendent, 5551 Hwy 63 South Columbia, MO 65201 USA.
- 2.11.1. **Bid Clarification** – Tyson Boldan, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392; Facsimile (573) 886-4390 or email: tboldan@boonecountymo.org.
- 2.12. The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

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 herein. Failure to adhere to all requirements may result in Bidder's 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. 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 proposal 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.
- 3.3. **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 County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

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 _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
- Other (Specify) _____

4.7. PRICING

	Filter Size	Qty	Merv Rating	Unit Price for Qty Order	Extended Total	Unit Price for Individual Order	Filters per Case
4.7.1.	20 x 25 x 2	294	8	\$ _____	\$ _____	\$ _____	_____
4.7.2.	16 x 20 x 2	80	8	\$ _____	\$ _____	\$ _____	_____
4.7.3.	24 x 24 x 2	62	8	\$ _____	\$ _____	\$ _____	_____
4.7.4.	16 x 25 x 2	93	8	\$ _____	\$ _____	\$ _____	_____
4.7.5.	16 x 25 x 1	21	8	\$ _____	\$ _____	\$ _____	_____
4.7.6.	18 x 25 x 1	74	8	\$ _____	\$ _____	\$ _____	_____
4.7.7.	20 x 25 x 1	39	8	\$ _____	\$ _____	\$ _____	_____
4.7.8.	20 x 20 x 2	0	8	\$ _____	\$ _____	\$ _____	_____
4.7.9.	14 x 25 x 1	12	8	\$ _____	\$ _____	\$ _____	_____
4.7.10.	13 x 21 x 1	8	8	\$ _____	\$ _____	\$ _____	_____
4.7.11.	17 x 22 x 1	0	8	\$ _____	\$ _____	\$ _____	_____
4.7.12.	10 x 22 x 1	4	8	\$ _____	\$ _____	\$ _____	_____
4.7.13.	14 x 20 x 1	4	8	\$ _____	\$ _____	\$ _____	_____
4.7.14.	16 x 20 x 1	2	8	\$ _____	\$ _____	\$ _____	_____
4.7.15.	14 x 20 x 2	0	8	\$ _____	\$ _____	\$ _____	_____

4.7.16.	14 x 25 x 2	0	8			\$ _____	_____
4.7.17.	73/4 x 26 x 1	0	8			\$ _____	_____
4.7.18.	17 x 26 x 1	0	8			\$ _____	_____
4.7.19.	17 x 25 x 1	0	8			\$ _____	_____
4.7.20.	18 x 20 x 1	8	8	\$ _____	\$ _____	\$ _____	_____
4.7.21.	20 x 20 x 1	4	8	\$ _____	\$ _____	\$ _____	_____
4.7.22.	15 x 20 x 2	16	8	\$ _____	\$ _____	\$ _____	_____
4.7.23.	16 x 30 x 1	24	8	\$ _____	\$ _____	\$ _____	_____
4.7.24.	GRAND TOTAL				\$ _____	\$ _____	_____

4.8. DELIVERY

4.8.3. **Delivery will be made _____ days after receipt of order**

4.9. **Maximum Percentage Increase for _____ % 2nd Year _____ % 3rd Year**

4.10. 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

PLEASE SUBMIT THREE (3) COPIES OF THE RESPONSE

4.10.1. 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 Invitation for Bid which have 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.

4.11. **WORK AUTHORIZATION CERTIFICATION** – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification Form attached hereto.

4.11.1. Authorized Representative (Sign By Hand):

_____ Date: _____

4.11.2. Print Name and Title of Authorized Representative

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



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

Standard Terms and Conditions

Tyson Boldan, Buyer
(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 may 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 or e-mail will be accepted. **U.S. mail only.**
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.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference.

These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



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

“No Bid” Response Form

Tyson Boldan, 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: 44-28SEP11 – HVAC Filters Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

