



Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201

Request for Bid (RFB)

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

Bid Data

Bid Number: **45-02NOV11**
Commodity Title: **Fire Extinguisher Inspection & Maintenance Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, NOVEMBER 02, 2011**
Time: **1:30 P.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 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, NOVEMBER 02, 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 110
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
Attachment A Prior Experiences
Attachment B
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.

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. 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 of all labor, materials, tools, equipment, transportation, services, and supervision to perform Fire Extinguisher and Range Hood Inspection and Maintenance Services to various properties of Boone County, Missouri as specified herein.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from December 1, 2011 through December 31, 2012. This contract is subject to renew annually for four (4) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. The unit prices for the 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 items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
 - 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, fuel surcharges, etc.
- 2.6. **SERVICE LOCATIONS** – The physical addresses of all portable fire extinguishers and built-in stove hoods are identified on Attachment B. The County reserves the right to add or delete locations as deemed necessary throughout the life of the contract.
 - 2.6.1. The County has approximately 175 fire extinguishers, most of which are ABC. This quantity is provided for informational purpose. Boone County does not guarantee minimum quantities. The County reserves the right to increase or decrease quantities as requirements dictate.
- 2.7. **GENERAL CONDITIONS**
 - 2.7.1. This contract shall be for fire extinguisher and built-in stove hood inspection and maintenance services as requested by the Boone County Facilities Maintenance Department, Public Works Department, or Sheriffs Department, and as outlined herein. The contract shall also include the purchase of new fire extinguishers and accessories as needed and authorized by Boone County.
 - 2.7.2. Services shall include hydrostatic testing of pressurized water, dry chemical, and carbon dioxide fire extinguishers, as well as the re-charging of exhausted extinguishers and miscellaneous repairs and updates as required. Proof of these tests is required to be submitted to the County in writing. The contractor must perform High Pressure Vessel Test Certification for the hydrotest and must provide proof of this certification upon request by the County.
 - 2.7.3. All known deficiencies affecting fire extinguisher efficiency at any location shall be identified and reported in writing to the Boone County Facilities Maintenance Manager, upon completion of the inspection at each location. The contractor’s list shall include the type, capacity, and location of the deficient units.
 - 2.7.4. All repair parts used must meet or exceed specifications listed by the manufacturer of the unit being serviced.
 - 2.7.5. All work shall be performed in accordance with the National Fire Prevention Association No. 10-1998 or latest edition, or where applicable, the edition as adopted by the local authority having

jurisdiction shall apply.

- 2.7.6. In the event any provision of this contract is not fulfilled by the contractor or the quality of workmanship is deemed to be unsatisfactory by the County, the County may, upon written notice to the contractor, terminate this contract within ten (10) days after such written notice.
- 2.7.7. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.7.8. **Repair/Warranties:** The contractor shall guarantee all work performed under this contract. Contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs shall be warranted for a minimum period of ninety (90) calendar days from the date of repair. If the same item must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County. Any replacement parts that fail during the warranty period shall be replaced at no charge to the County including all labor. Parts which carry a standard warranty that exceeds ninety (90) days shall be honored by the Contractor.
- 2.7.9. **Guarantee:** The Contractor shall guarantee all work for a period of one year following Final Acceptance by Boone County Facilities Maintenance Department. During the guarantee period, any serviced fire extinguisher that loses its proper charge shall be repaired and recharged. Recharging shall be limited to those extinguishers serviced under the six year maintenance, five or twelve year Hydrotest, or where the extinguisher was recharged. Any and all work performed under this guarantee shall be subject to the original terms and conditions of this Contract, and shall be completed at no additional cost to the Commission.
- 2.7.10. **Replacement Parts:** Replacement parts furnished must be new and of the same manufacturer or an equal product. Replacement parts must meet or exceed specifications listed by the manufacturer of the unit being serviced.
- 2.7.11. When the County has a spare part available, the Contractor will be required to use that part when requested to do so by the County.
- 2.7.12. Prices shall include travel required to and from respective building sites. Contractor's pricing, per unit, shall include all of the contractor's overhead, including, but not limited to, trip related charges and mileage. Only the cost of the inspection, maintenance, repair, recharging and parts will be paid under this order. All jobs are expected to require one (1) service person.
- 2.7.13. Labor quoted shall include all labor cost, insurance, overhead, profit, travel time, mileage, and be exclusive of taxes.
- 2.7.14. Repair work shall be performed at site unless by the nature of required repairs, it would be necessary to remove a component to the Contractor's shop for repair. If a unit is to be down for more than twelve (12) hours, the Facilities Maintenance Manager will be advised and informed of the nature or repairs that cause the shutdown.
- 2.7.15. **Working With Owner's Personnel:** The Contractors must agree to work alongside the County's maintenance staff.
- 2.7.16. **Security:** The Contractor shall be responsible for providing and updating a list of the Contractor's employees working at any of the locations. The Contractor shall comply with all security measures required by Boone County. All facets of building security will be discussed with the awarded contractor at a post-award meeting.
- 2.7.17. **FOB Point:** Prices quoted shall be FOB various County locations, unloaded and installed.
- 2.7.18. **Hazardous Materials:** The Contractor shall not use any materials or chemicals which may be a physical or health hazard without prior written approval of the Facilities Maintenance Manager. At the Post Award Meeting, all requests for approval of any materials or chemicals deemed hazardous shall be submitted to the Facilities Maintenance Manager with manufacturer's specifications and a completed "Material Safety Data Sheet" listing any Environmental Protection Agency (EPA) required information on usage and handling. The definition of hazardous materials includes such physical hazards as compressed gasses, flammable liquids and solids, combustibles, and chemical oxidizers. Also included are such health hazards as carcinogens, irritants, corrosives, sensitizers,

and agents which damage the lungs, skin, eyes, or mucous membranes.

2.8. MAINTENANCE REQUIREMENTS

- 2.8.1. The contractor shall provide maintenance and repair services of fire extinguishers for one (1) year, five (5) year, six (6) year, and twelve (12) year maintenance cycles in accordance with the National Fire Prevention Association Standards for portable fire extinguishers and as outlined below. Any repairs or replacement of defective parts will be charged based on the pricing stated on the Response Form.
- 2.8.2. **Annual Maintenance for ABC and Halotron Portable Fire Extinguishers:** The annual maintenance will include inspection of the hose, check for leaks, check gauge, proper charge, check for last six year maintenance date, check for last hydrotesting date, and check the general condition of the extinguisher. All costs associated with the annual maintenance, to include all required tags/stickers, shall be included in the unit price of the annual inspection, as submitted in the Response Form.
- 2.8.3. **Six Year Maintenance of ABC Portable Fire Extinguishers:** The six year maintenance shall include discharge of the extinguisher, cleaning of all parts, check and/or replace valve stem, replacement and lubrication of seals, visually check the condition of the internal cylinder, refill the extinguisher with new chemicals, and reassemble the extinguisher. This service shall also include checking the reassembled extinguisher for leaks and proper charge. All costs associated with the six year maintenance, to include annual maintenance, recharging and the labor to replace any part, shall be included in the unit price of the six year maintenance, as submitted in the Response Form. The cost for new parts shall not be included in the unit price of the six year maintenance.
- 2.8.4. **Annual Maintenance of CO2:** The annual maintenance will include the inspection of the hose, weighing the extinguisher to insure proper charge, check for leaks, check for last hydrotesting date, and check the general condition of the extinguisher. Conductivity tests shall be conducted on all carbon dioxide hose assemblies. Hose assemblies found to be nonconductive shall be replaced. All costs associated with the annual maintenance, to include all required tags/stickers, shall be included in the unit price of the annual inspection, as submitted in the Response Form.
- 2.8.5. **Hydrotesting Maintenance of ABC and CO2 Fire Extinguishers:** Hydrotesting shall be performed at the direction of Boone County Facilities Maintenance Manager. Hydrotesting is required every twelve years for ABC extinguishers, and every five years for CO2. On ABC, the annual maintenance, recharging and the six year maintenance shall be included as part of the hydrotesting. On CO2, the annual maintenance and recharging shall be included as part of the hydrotesting, and in addition, the following work shall be performed: cleaning of all parts, check and/or replace valve stem, replacement and lubrication of seals, and visually check the condition of the internal cylinder. This service shall also include checking the reassembled extinguisher for leaks and proper charge. All costs associated with the hydrotesting maintenance, to include the annual maintenance recharging and the labor to replace any part, shall be included in the unit price of the five and twelve year hydrotesting maintenance, as submitted in the Response Form. The cost for new parts shall not be included in the unit price of the five and twelve year hydrotesting maintenance.
- 2.8.6. **Replacement of Parts:** The County shall pay for any and all parts required under this Contract. If any part requires replacement, the Contractor shall replace it and return the removed part(s), to Boone County Facilities Maintenance Manager. The Contractor shall not charge for labor during the installation/replacement of any part during the six year maintenance and the five and twelve year hydrotesting maintenance. The Contractor shall charge for labor during the installation/replacement of any part during the annual maintenance. The County reserves the right to purchase other miscellaneous fire extinguisher accessories at the Contractor's place of business, such as tags, stickers, hooks and signs, etc.
- 2.8.7. **Disposal of Halon Portable Fire Extinguishers:** The Bidder shall submit a unit price, on the Response Form, to legally dispose of halon fire extinguishers. The fire extinguishers shall be legally disposed to comply with any and all federal, state, county, local, and municipal statutes, laws, regulations, and ordinances.
- 2.8.8. **Replacement Extinguishers:** The Contractor shall provide replacement portable fire

extinguishers of the same size and type for all extinguishers that must be removed from site for any reason other than condemned extinguishers. Only the Boone County Facilities Maintenance Manager is authorized to condemn fire extinguishers. The County shall provide replacements for all condemned extinguishers. No extinguishers may be removed from site for service unless a replacement is provided.

2.8.9. **Extinguisher Purchase:** The bidder shall submit the unit costs for the purchases of new fire extinguishers. The unit cost shall also include all required tags/stickers. Only the Boone County Facilities Maintenance Manager shall have approval to purchase new extinguishers.

2.9. **VEHICLE FIRE EXTINGUISHER INSPECTIONS**

2.9.1. Service to fire extinguishers located in any Boone County owned vehicle (i.e. automobile, tractor, truck, van, etc.) shall be scheduled with a representative of Boone County responsible for the vehicle's operation and maintenance.

2.9.2. The contractor shall provide service tickets during each service call. Service requests may be cyclic or requested on an as-needed basis.

2.9.3. The contractor must coordinate with the Boone County designated representative to arrange for a yearly inspection of the fire extinguishers located in County owned vehicles. Typically, these inspections have been spread over three days with the Sheriff's Department vehicles done one day, the Facilities Maintenance vehicles on another day, and the Public Works vehicles on another day.

2.10. **RANGE HOOD ANSUL SYSTEM INSPECTIONS**

2.10.1. The contractor shall inspect the range hoods at the locations specified on the Response Form on an annual and semi-annual basis per the requirements of the National Fire Protection Association (NFPA). The contractor shall ensure that all state and local requirements are met, as well.

2.11. **CONTRACTOR RESPONSIBILITIES**

2.11.1. The contractor shall provide inspection, service, and maintenance on an ongoing basis, to the fire extinguishers and built-in stove hoods located in various County buildings and in County owned vehicles at the various locations identified in Attachment B, as well as any new fire extinguishers acquired during the contract period.

2.11.2. The contractor shall assign a trained, licensed technician(s) to provide this service, trained in providing portable fire extinguisher maintenance, servicing, repairing, testing, and recharging. This technician(s) shall have the appropriate servicing manuals, proper types of tools, recharge materials, lubricants, expellants, and manufacturer's recommended replacement parts.

2.11.3. The contractor shall ensure that each portable fire extinguisher is fully inspected, tested, recharged, and functionally serviced during a specified annual period to ensure ongoing operational readiness of all units at all locations.

2.11.4. The contractor shall provide maintenance and repair services of fire extinguishers for one (1) year, five (5) year, six (6) year, and twelve (12) year maintenance cycles in accordance with the National Fire Prevention Association Standards for portable fire extinguishers. Any repairs or replacement of defective parts will be charged based on the pricing stated on the Response Form.

2.11.5. The contractor shall perform emergency call service to replace and/or re-install vandalized, damaged, or new fire extinguishers as required.

2.11.6. The contractor shall make every effort to prevent interference with the daily activities of the building occupants during the service.

2.11.7. The contractor shall perform all work and furnish all supervision, labor, materials, equipment, tools, and appurtenances as necessary or proper for the performance and completion of this contract, in the manner called for by this contract, and at the appropriate price(s) listed on the Response Form, hereof, as submitted by the contractor, and to the satisfaction of the County.

2.11.8. The contractor shall pick up and return all items at locations specified by the County, within 24 hours of notification by the County.

2.11.9. **Work Hours:** Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 8 a.m. to 5 p.m. and excluding holidays as defined on the Response Form.

2.11.10. All County calls for service must be returned within one (1) hour of initial telephone call.

2.11.11. Contractor must state a realistic and true time when they can schedule the work. If this proposed

schedule is acceptable to the Boone County Facilities Maintenance Manager, the contractor shall book the job. Proposed schedule must be honored within a time frame of plus or minus one-half (1/2) hour.

- 2.11.12. **Emergency Repairs:** The Contractor may be required to perform emergency repairs at times other than normal working hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.
- 2.11.13. **Equipment/Safety:** The Contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The flow of vehicular traffic shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the County, and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor. If, at any time, the Manager of Boone County Facilities Maintenance Manager becomes aware that proper safety measures are not being employed, the Contractor will be stopped from working and may resume work only at such time as the condition is remedied. Any bidders that have a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.11.14. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.
- 2.11.15. **Inspection Tags:** Maintenance decals must be imprinted with contractor's name, address, area code and phone number, month and year maintenance was performed; decal must be affixed to extinguisher per NFPA 10. Expired labels shall be removed.
- 2.11.16. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
- 2.11.17. All personnel employed by the Contractor shall be advised that the County has determined its facilities "Smoke-Free Areas". Upon request, designated smoking areas will be identified by the Boone County Facilities Maintenance Manager. Violation of this requirement will result in the removal of Contractor's personnel from County property.
- 2.11.18. **Restrooms:** Restrooms shall not be used for the washing of tools and equipment.

2.12. **FINAL INSPECTION AND APPROVAL**

- 2.12.1. The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. The Facilities Maintenance Manager will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor. After the "punch-list" items have been corrected, the Contractor shall request a final inspection with the Facilities Maintenance Manager. Final project approval is contingent upon the requesting department manager's final inspection and written approval.

2.13. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**

- 2.13.1. The Contractor to whom a Fire Extinguisher Inspection and Maintenance Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.13.2. The Contractor must provide evidence that they have been providing Fire Extinguisher Maintenance and Inspection Service for a minimum of three years and supply three references that this service has been provided for three consecutive years. Attachment A – Prior Experience may

be used. The Contractor must have established offices in the Columbia – Jefferson City areas, and currently be engaged in the business of such work.

- 2.13.3. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. **Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the bid documents.**
- 2.13.4. The Bidder is assumed to be familiar with all Federal, State and Local laws, ordinances, rules and regulations, that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
- 2.13.5. In addition to complying with all pertinent codes and regulations, the successful Bidder must comply with:
1. All pertinent requirements of the local codes and utility companies.
 2. National Electric Code, latest edition.
 3. Requirements of Underwriters Laboratories, Inc., for all items installed for which UL standards have been established.
- 2.13.6. The contractor shall comply with all laws, ordinances, rules and regulations of the jurisdictions in which the work may be performed.
- 2.13.7. The Contractor will be responsible for obtaining any and all required permits. The County shall be responsible for the cost of any and all permits.
- 2.13.8. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Boone County Facilities Maintenance Manager.
- 2.14.. **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, 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.
- 2.14.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$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.
- 2.14.2. **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.

- 2.14.3. 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 \$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.
- 2.14.4. **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.
- 2.14.5. **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.
- 2.15. **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.
- 2.16. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the

project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.17. INVOICING AND PAYMENT

- 2.17.1. The Contractor's invoice shall itemize charges for service and parts, broken down by location and facility. Invoice amounts shall be based upon unit costs provided by the Contractor on the Response Forms. Invoices shall include Contractor's name, address and telephone number, invoice number, purchase order number, dates, description of work, unit prices, and amount requested for payment. Invoices shall be honored for all work in compliance with specifications. If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.
- 2.17.2. All monthly statements will be paid 30 days after receipt of a correct monthly statement and invoice. All maintenance and inspection of extinguishers located in buildings shall be invoiced to the corresponding contact. Listed on Attachment B.
All inspection and maintenance for fire extinguishers located in buildings and vehicles shall be invoiced to the respective department. The two departments are: Boone County Public Works, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO 65201; Boone County Sheriff, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202.

2.18. SPECIAL CONDITIONS AND REQUIREMENTS

- 2.18.1. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities. Arrangements for bidder's inspection of facilities may be secured from Bob Davidson, Manager of Facilities Maintenance at (573) 886-4401.
- 2.18.2. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Tyson Boldan, Buyer, Purchasing, 613 E. Ash, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: tboldan@boonecountymo.org
- 2.18.3. **Designee** – Bob Davidson, Manager of Boone County Facilities Maintenance, 613 E. Ash, Room 106, Columbia, MO 65201.
- 2.18.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, 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.

4. Revised Response Form

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. Fax Number:

4.6. E-Mail Address:

4.7. Federal Tax ID:

4.7.1. () Corporation

() Partnership - Name

() Individual/Proprietorship - Individual Name

() Other (Specify)

4.8. PRICING – The bidder must complete the following pages in their entirety for each item identified below. The bidder must also complete and return Attachment A, Prior Experience.

RENEWALS – The bidder shall indicate below the maximum increase for each potential renewal period.

4.8.1.1. % 1st Renewal Period

4.8.1.2. % 2nd Renewal Period

4.8.1.3. % 3rd Renewal Period

4.8.1.4. % 4th Renewal Period

4.9. 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.

4.9.1. Authorized Representative (Sign By Hand):

4.9.2. Type or Print Signed Name:

4.9.3. Today's Date:

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

4.11. PRICING

ANNUAL MAINTENANCE		UNIT PRICE	
4.11.1.	ABC Unit	\$	
4.11.2.	Halotron Unit	\$	
4.11.3.	CO2	\$	
4.11.4.	TOTAL	\$	
6 YEAR MAINTENANCE			
4.11.5.	2lb- 2 ½lb ABC unit. Price must include recharge.	\$	
4.11.6.	4lb – 6lb ABC unit. Price must include recharge.	\$	
4.11.7.	10lb ABC unit. Price must include recharge.	\$	
4.11.8.	13lb – 20lb ABC unit. Price must include recharge.	\$	
4.11.9.	TOTAL	\$	
HYDROTESTING MAINTENANCE OF ABC			
4.11.10.	2lb – 2 ½lb ABC unit. Price must include hydrostatic test and recharge.	\$	
4.11.11.	4lb – 6lb ABC unit. Price must include hydrostatic test and recharge.	\$	
4.11.12.	10lb ABC unit. Price must include hydrostatic test and recharge.	\$	
4.11.13.	13lb – 20lb ABC unit. Price must include hydrostatic test and recharge.	\$	
4.11.14.	TOTAL	\$	
HYDROTESTING MAINTENANCE OF CO2			
4.11.10.a.	2 ½ Pound CO2 unit. Price must include hydrostatic test and recharge.	\$	
4.11.11.a.	5 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$	
4.11.12.a.	10 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$	
4.11.13.a.	15 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$	
4.11.14.a.	20 Pound CO2 unit. Price must include hydrostatic test and recharge.	\$	
4.11.15.a.	TOTAL		
PURCHASE OF NEW UNITS			
4.11.15.	2 ½ Pound ABC Unit with Vehicle Mounting Bracket	Brand Bid:	\$
4.11.16.	5 Pound ABC Unit with Wall Mount Bracket	Brand Bid:	\$
4.11.17.	10 Pound ABC Unit	Brand Bid:	\$
4.11.18.	TOTAL		\$
4.11.19.	Other new fire extinguishers: _____ % mark-up over cost		
REPLACEMENT PARTS (Provide Material Cost Only)			
4.11.20.	Fusible Links		\$
4.11.21.	O-rings		\$
4.11.22.	Dry Chemical Gauge		\$
4.11.23.	Dry Chemical Valve Stem		\$

4.11.24.	Wall Bracket		\$
4.11.25.	Vehicle Bracket		\$
4.11.26.	Operating Lever (Top)		\$
4.11.27.	Pull Pin-Stainless Steel		\$
4.11.28.	Carry Handle (Bottom Lever)		\$
4.11.29.	Valve Body (please list different model numbers and pricing for options for the County in case of the need for future repairs)		
4.11.29.a.	Valve Body: ABC Brand Name & Model #		\$
4.11.29.b.	Valve Body: ABC Brand Name & Model #		\$
4.11.29.c.	Valve Body: CO2 Brand Name & Model #		\$
4.11.29.d.	Valve Body: CO2 Brand Name & Model #		\$
4.11.30.	Hose Nozzle		\$
4.11.31.	Screw Nozzle		\$
4.11.32.	Valve Stem Assembly-Plastic		\$
4.11.33.	Valve Stem Assembly-Metal		\$
4.11.34.	Hose & Horn Assembly (CO2)		\$
4.11.35.	Siphon Tube		\$
4.11.36.	TOTAL		\$
	Note: The above parts list is not all inclusive and is not intended to reflect all fire extinguishers.		
4.11.37	Other Parts: _____ % mark-up over cost		
4.11.38.	Cost to Dispose of Halon Fire Extinguisher (Price/Each)		\$
ANNUAL/SEMI-ANNUAL INSPECTIONS OF THE FOLLOWING RANGE HOOD ANSUL SYSTEMS			
	Location	Annual Inspection	Semi-Annual Inspection
4.11.39.	Boone County Jail-Quantity 1	\$	\$
4.11.40.	Boone County Fairgrounds-Quantity 1	\$	\$
4.11.41.	Juvenile Justice Center-Quantity 1	\$	\$
4.11.42.	Reality House Programs-Quantity 1	\$	\$
4.11.43.	TOTAL	\$	\$
4.12.	Emergency Twenty Four Hour Service Contact:		
	Name:		
	Telephone Number:		
4.13.	Call Response Time: Within _____ hours after notification by the County.		
4.14.	Holidays: Bidder shall list holidays observed by their company:		

ATTACHMENT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

ATTACHMENT B

Building	Address	Contact	Phone	Month Due	Month Due	Month Due
				Fire Exting.	Ansul Systems	Vehicle Fire Ext
Courthouse	705 East Walnut	Gary	999-2003	August		
BC Jail/Sheriff's Dept	2121 County Drive	Bob S	864-8912	By SD	By SD	By SD
BC Sheirff's Annex		Bob S	864-8912	By SD	By SD	
North Facility	5501 Oakland Gravel Road	Bob S	864-8912	August		
South Facility (Public Works)	5551 Hwy 63 South	Greg	228-1147	By PW		By PW
Johnson Building	601 East Walnut	Anderson	289-3285	July		
Juvenile Justice Center	5665 North Roger I. Wilson Memorial Drive	Don Roddy	886-4450	May	March / Sept.	
Government Center	801 East Walnut	Chuck	999-2020	October		
Centralia Clinic	1021 East Hwy 22, Centralia, MO 65240	Anderson	289-3285	February		
Division IV-D	605 East Walnut	Anderson	289-3285	August		
Election Warehouse	1711 Paris Road, Suite 105	Anderson	289-3285	July		
Getabout Columbia	101 North 7th Street	Anderson	289-3285	July		
Alternative Sentencing Center	607 East Ash	Anderson	289-3285	December		
Law Offices	609 East Walnut	Anderson	289-3285	August		
Child Support Office	22 North 8th Street	Anderson	289-3285	December		
Johnston Paint Building	613 East Ash	Anderson	289-3285	December		
Reality House Programs	1900 Prathersville Road East	Michelle Thompson	449-8117	by RHP	by RHP	by RHP
PW Hallsville Barn	Hwy 124	Greg	228-1147	By PW		



Standard Terms and Conditions

Boone County Purchasing

613 E. Ash, Room 109

Columbia, MO 65201

Tyson Boldan, 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 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
613 E. Ash, Room 109
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: 45-02NOV11 - Fire Extinguisher Inspection and Maintenance Services
Term & Supply**

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

