



Request for Bid (Bid)

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

Amy Robbins, Senior Buyer
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Bid Data

Bid Number: **50-25SEP12**
Commodity Title: **Hoses and Fittings Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, SEPTEMBER 25, 2012**
Time: **1:30 P.M.** (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201

Directions: The Purchasing office 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.

Bid Opening

Day / Date: **TUESDAY, SEPTEMBER 25, 2012**
Time: **1:30 P.M.**
Location / Address: Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
- Standard Terms and Conditions**
“No Bid Response” Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
 - 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
 - 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with 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 not 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 January 1, 2013 through December 31, 2013, and may be automatically renewed for an additional four (4) 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 various **Hoses and Fittings** on an *as needed* basis as detailed in the following specifications.
 - 2.1.1. **Estimated Quantity** - The County estimates that approximately \$10,000.00 will be expended for hoses and fittings from the FY 2013 budget. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
 - 2.1.2. The Contractor shall stock sufficient quantity of supplies to meet the requirements of the County on an “as needed” basis within seventy-two (72) hours after being notified of such requirements by the County.
- 2.2. **CONTRACT DURATION** - The contract shall be effective from **January 1, 2013 through December 31, 2013**. This contract is subject to **renew annually for four (4) additional one (1) year periods** following expiration of the first contract period. The percentage over cost identified on the Response Form shall remain fixed for the original contract period and each subsequent renewal 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. **Standard Hoses and Fittings** – The list below identifies some of the most commonly ordered hoses and fittings for Boone County. The County’s purchases will not be limited to this list.

FITTINGS

- 04U-104
- 04U-504
- 04U-505
- 04U-604
- 04U-605
- 04U-606
- 06U-106
- 06U-506
- 06U-606
- 06U-608
- 06U-S66
- 08U-106
- 08U-108
- 08U-510
- 08U-608
- 08U-668
- 10U-512
- 10U-612
- 12U-112
- 12U-612
- 12U-672
- 16U-616
- 16U-G80

FITTINGS

- 33808P-106
- 33808P-Y76

HOSES

- H24504
- H24506
- H24508
- H24510
- H24512
- H24516

HYDRAULIC COUPLERS/NIPPLES

- H2 S/S
- H3
- H4
- H6
- H8
- K2 S/S
- K3
- K4
- K6
- K8

- 2.5.1. The majority of orders for the County will be for Weatherhead fittings and hoses. The contractor must be able to supply Weatherhead fittings and hoses. Compatible hoses and fittings will **NOT** be accepted.
- 2.5.2. The County also intends to purchase various hydraulic valves as a part of this contract. The majority of these valves are Sauer Danfoss brand.
- 2.6. **Percentage Mark Up Items** – Bidder must state the percentage discount off catalog pricing for all hoses, fittings, and hydraulic valves on the *Response Page*. The percentage discount stated on the *Response Page* shall remain firm for the duration of the contract and will apply to all parts sold to the County.
 - 2.6.1. The contractor must supply a current catalog to the County on a yearly basis. If the contractor does not publish a catalog of parts, the contractor must supply yearly price sheets for all hoses, fittings, and hydraulic valves. When the manufacturer’s price list changes the Contractor shall provide two copies of updated price lists before the new prices are effective. These shall be sent to the Greg Edington, Boone County Public Works, 5551 Hwy 63 S., Columbia, MO 65201.
 - 2.6.2. In addition to the pricing offered in this bid, the Contractor shall pass on all manufacturers’ special discounts or programs.
 - 2.6.3. It will be the Contractor’s responsibility to keep the County informed of price changes. Failure to notify the County will result in termination of the agreement.
 - 2.6.4. The percentage discount offered to the County by the vendor must include all costs associated with providing the hoses, fittings, and hydraulic valves to the County, including but not necessarily limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - 2.6.5. During the contract period, Contractor catalog prices will be compared with sample item prices to verify Contractor compliance with proposed contract pricing terms.
- 2.7. **Product Substitutions** – All product substitutions offered must be pre-approved by the Boone County Shop Superintendent in writing. The County reserves the right to request samples of any substitutes. These samples will be free of charge. Interpretation of “equal or better” is to be determined at the sole discretion of the county staff.
- 2.8. **Return Policy** – The Contractor shall take back all merchandise returned in good condition for full credit. All merchandise returns will be at no additional charge to the County.
- 2.9. **Warranty** – The Contractor shall furnish factory warranties on all parts provided against defect in materials and/or workmanship. The factory warranty shall become effective on the date of acceptance by the County. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the Contractor shall repair or replace the same at no cost to the County.
- 2.10. **The following submittals shall be included with Bidder’s response:**
 - a) A current catalog or price sheets for all hoses, fittings, and hydraulic valves. Failure to submit price sheets may result in rejection of bid.
 - b) Bidders may be requested to furnish samples of parts. The samples may be retained by the County to compare quality level of goods shipped during the life of the contract.
- 2.11. **DESIGNEE** – Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.11.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201 or by faxing to (573) 886-4390 or email: arobbins@boonecountymo.org.
- 2.12. **DELIVERY** – FOB Destination, Inside Delivery. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges. All orders must be delivered to: Boone County Public Works; 5551 Highway 63 South; Columbia, MO 65201. Due to Boone County Public Works inventory constraints, all orders shall be delivered within 72 hours after the order is placed.
- 2.13. **Authorized Agents** - From time to time the County will elect to pick-up goods ordered under this contract. Contractors shall be responsible for securing County employees identity prior to issuing supplies. The County will not be responsible for supplies issued to persons not properly identified

as current County employees.

- 2.14. **PAYMENT TERMS** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No fees for set up, clean up, labor, delivery, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an **accurate MONTHLY** statement.
- 2.15. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards **may** be made on the basis of a primary, secondary, and tertiary supplier.
- 2.16. **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.

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** - 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** – 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. The County shall evaluate the responses by taking a market basket sample of 15 identical items out of each bidder's catalog multiplied by the percentage discount stated on the pricing page. The bidder with the lowest cost for all 15 items added together shall be determined to be the "lowest and best" bid for the County.
 - 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.	E-Mail Address: _____
4.7.	Federal Tax ID: _____
4.7.1.	() Corporation
	() Partnership - Name _____
	() Individual/Proprietorship - Individual Name _____
	() Other (Specify) _____
4.8.	PERCENTAGE DISCOUNT FROM CATALOG PRICING:
4.8.1.	HOSES & FITTINGS: _____ % DISCOUNT
4.8.2.	HYDRAULIC VALVES: _____ % DISCOUNT
4.8.3.	HYDRAULIC COUPLERS/NIPPLES: _____ % DISCOUNT
4.8.4.	<u>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.</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.
4.8.5.	Authorized Representative (Sign By Hand): _____ Date: _____
4.8.6.	Print Name and Title of Authorized Representative _____ Date: _____
4.8.7.	If applicable, vendor must indicate the minimum order quantity below for each category: Hoses: _____ Fittings: _____ Hydraulic Valves: _____
4.8.8.	Describe Return Policy if Different from Requirements Stated in Bid:

4.8.9.	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

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



"No Bid" Response Form

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

Amy Robbins, Senior 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: 50-25SEP12 - Hoses, Fittings, and Hydraulic Valves Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:
