



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

REQUEST FOR BID

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BID DATA

Bid Number: 73-20NOV15
Commodity Title: LED Light Fixtures

BID SUBMISSION

Submission Deadline: Friday, November 20, 2015 at 2:00 p.m. (*Bids received after this time will be returned unopened*)

Address: Boone County Purchasing Department, 613 East Ash Street, Room 109, Columbia, MO 65201 (*Located in the Boone County Annex at the corner of 7th and Ash Streets*)

BID OPENING

Opening: Friday, November 20, 2015 at 2:00 p.m.

Boone County Purchasing Department
613 East Ash Street, Conference Room
Columbia, MO 65201

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1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

1.1. Invitation - The County of Boone, through its Purchasing Department, invites responses that offer to provide the goods and/or services identified on the title page of the document 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:

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. 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.

1.2.1.3. 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.

1.2.2.1. 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.

1.2.2.2. 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.

1.2.2.3. Supplier - All business(s) entities which may provide the subject goods and/or services.

1.2.3. Bid - This entire document including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

1.2.4. Response - The written, sealed document submitted according to the Bid instructions.

1.3. Bid Clarification - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked, but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) 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.

1.4.1. It is requested that bidders price all products listed on the Response Form or risk being excluded from award.

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:

- a) the provisions of the Contract (as it may be amended);
- b) the provisions of the Bid;
- c) the provisions of the Bidder’s Response.

1.6. Contract Documents - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (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 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.

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 the purchase of twenty (20) LED Light Fixtures located at Boone County Public Works, 5551 Tom Bass Road, Columbia, Missouri 65201.

2.2. 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.

2.2.1. The LED Light Fixtures shall be delivered to Boone County Public Works, 5551 Tom Bass Road, Columbia, Missouri 65201. All prices shall be FOB Destination, freight prepaid and allowed. This shall mean that the contractor bears all insurance costs and responsibilities for transporting the items, and the cost of freight, delivery, shipping, etc. must be built into the unit cost of the item. The County shall not pay freight, etc. in addition to the price of the item.

2.2.2. All prices quoted must be prices for new merchandise, free from defects.

2.3. LED Light Fixtures – The fixtures listed in this section are examples of the fixtures needed. Please use the Response Form to price the RAB Lighting, Inc. products listed in this section or an equivalent product. Determination of equality is solely the responsibility of the County.

2.3.1. Gas Pump Fixtures: ALED3T150 with 8” Pole Mounting Arm; Type III Distribution; 100,000-Hour LED Lifespan; Watts: 150W; Efficacy: 81 LPW; Weight: 30.4 lbs; Color: Bronze; 5 Year Warranty

2.3.2. Wall Packs: SLIM62; Type: Constant Current; 100,000-Hour LED Lifespan; Watts: 62W; Efficacy: 78 LPW; Weight: 13.0 lbs; Color: Bronze; 5 Year Warranty.

2.3.3. High Bay: BAYLED104NW; Type: Constant Current; 100,000-Hour Lifespan; Watts: 104W; Efficacy: 84 LPW; Weight: 21.0 lbs; Color: White; 5 Year No Compromise Warranty.

2.3.4. Flag Pole Floods: HSLED13A; Type: Constant Current; 100,000-Hour Life based on LM-80 Tests; Watts: 13W; Efficacy: 52 LPW; Weight: 3.5 lbs; Color: Bronze; 5 Year LED Warranty.

2.3.5. Building Floods: FXLED78T; Type: Constant Current; 100,000-Hour Life based on LM-80 Tests; Watts: 78W; Efficacy: 97 LPW; Weight: 24.0 lbs; Color: Bronze; 5 Year Warranty.

2.4. Use of Contract: The resulting contract from this bid is for Boone County Public Work’s Department use. No guarantee of dollar volume of use is expressed or implied by acceptance of a firm’s bid.

2.5. Warranty: The Contractor shall furnish factory warranties on all parts furnished 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.

2.6. Returns: Should the return of an item be necessary, 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.

2.7. Designee: Boone County Public Works, Greg Edington, Assistant Manager of Road Maintenance Operations, 5551 Tom Bass Road, Columbia, Missouri 65201.

2.8. Payment: Contractor shall submit an invoice at project completion. All charges must be priced as listed on the bid response. No additional fees or taxes shall be charged. The County’s Purchase Order Number must appear on the invoice. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents. A lump sum payment shall be made upon acceptance by Boone County.

2.8.1. Invoices should be submitted to Boone County Public Works Department for payment, which will be made thirty (30) days after receipt and acceptance of a correct and valid invoice. The billing address is Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201.

3. RESPONSE PRESENTATION AND REVIEW

3.1. Response Content - In order to enable direct comparison of competing Responses, Bidders must submit their Response in strict conformity to the requirements stated herein. 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 and Deadline.” NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the United States Postal Service or any other mail carrier.

3.2.1. Submittal Package: Submit, to the location specified on the title page, **one original and two (2) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name, return address, bid due date and time, and the bid number.

3.2.2. Advice of Award: When complete, a Bid Tabulation of responses received as well as Award status will be available for viewing on the Purchasing page of the Boone County website 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 the Prior Experience form.

3.5.3. Discrepancy: 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 sixty (60) days, whichever comes first.

3.5.5. Cost Evaluation: In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify

the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. RESPONSE FORM

4.1. Company Name: _____

4.2. Address: _____

4.3. City/State/Zip: _____

4.4. Phone Number: _____

4.5. Facsimile Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. Corporation: _____

Partnership: _____

Individual/Proprietorship: _____

Other (Specify): _____

4.8. Pricing – Please price all items below and attach to this Response Form part numbers, product descriptions, and warranty information for the items priced. Refer to Section 2.3. for specifications.

Line	Item	Unit Price	Quantity	Extended Price
4.8.1.	Gas Pump Fixtures with 8" Pole Mounting Arm	\$	6	\$
4.8.2.	Wall Packs	\$	8	\$
4.8.3.	High Bay	\$	3	\$
4.8.4.	Flag Pole Floods	\$	2	\$
4.8.5.	Building Floods	\$	1	\$
4.8.6.	TOTAL		20	\$

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 a part of this response.

4.9.1. Signature of Authorized Representative: _____

4.9.2. Printed Name of Authorized Representative: _____

4.9.3. Date of Signature: _____

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to: <http://www.uscis.gov/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form on the next page if your contract amount is in excess of \$5,000.00. **Attach to this form the first and last pages of the *E-Verify Memorandum of Understanding for Employers* that you complete when enrolling.**

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit, or food assistance who is over eighteen (18) years of age must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Signature

Printed Name

Date

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TEIR COVERED TRANSACTIONS**

(Please complete and return with Bid)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

1. The Prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Print Name and Title of Authorized Representative

Signature

Date

**BOONE COUNTY, MISSOURI
STANDARD TERMS AND CONDITIONS**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



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NO BID RESPONSE FORM

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BID INFORMATION

Bid Number: 73-20NOV15

Commodity Title: LED Light Fixtures

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 complete this form and return to the Purchasing Department by mail, fax, or email.

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID.

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:
