



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

## **REQUEST FOR BID**

**Cheli Haley, Buyer**  
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### BID DATA

**Bid Number: 04-22JAN16**

**Commodity Title: Dishwasher at JJC**

### BID SUBMISSION

**Submission Deadline: Friday, January 22, 2016 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 7<sup>th</sup> and Ash Streets*)

### BID OPENING

**Opening: Friday, January 22, 2016 at 2:00 p.m.**

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

### BID CONTENTS

1. Introduction and General Conditions of Bidding
2. Primary Specifications
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  - Certification Regarding Debarment
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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](http://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. Subcontractors** – No subcontractors shall be used without prior written approval from County personnel.

**1.6. 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.

**1.6.1. 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.

**1.7. 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.

**1.8. 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

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**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 furnishing and delivery of one (1) dishwasher located at Robert L. Perry Juvenile Justice Center, 5665 North Roger I. Wilson Memorial Drive, Columbia, Missouri 65202.

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

**2.3. Delivery** - The dishwasher shall be delivered to Robert L. Perry Juvenile Justice Center, 5665 North Roger I. Wilson Memorial Drive, Columbia, Missouri 65202.

**2.3.1.** Inside delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.

**2.3.2.** Equipment shall be delivered with Bill of Sale and Owner’s Manual.

**2.3.3.** All deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. CST, Monday through Friday, excluding holidays.

**2.4. Dishwasher** – The County prefers an under counter dishwasher due to limited space, however any dishwasher fitting within the dimensions and meeting the minimum specifications shall be considered. The Hobart LXeH-2 Under Counter Dishwasher has been identified as a

dishwasher that fits the space and needs of the County, and will be used for the purpose of describing the desired dishwasher. Please use the Response Form provided in this Request for Bid to price this dishwasher or an equivalent. Determination of equality is solely the responsibility of the County.

**2.4.1.** Shall fit within the following dimensions: 30"W x 28"D x 35"H

**2.4.2.** Shall have a 17" opening.

**2.4.3.** Shall be stainless steel exterior.

**2.4.4.** Shall be a hot water sanitation unit. Water shall reach a minimum of 180°.

Chemical sanitation units will not be considered for award.

**2.4.5.** Should wash 32 racks per hour.

**2.4.6.** Water usage should be .74 gallons per rack or less.

**2.4.7.** Shall have fresh water rinse.

**2.4.8.** Should have deep drawn stainless steel tank.

**2.4.9.** Should have revolving upper and lower anti-clogging wash arms.

**2.4.10.** Shall have a detergent and rinse aid pump.

**2.4.11.** Shall have a corrosion resistant pump.

**2.4.12.** Should have automatic pumped drain.

**2.4.13.** Should have revolving upper and lower rinse arms.

**2.4.14.** Should have removable stainless steel scrap screen.

**2.4.15.** Shall have delime notification with cycle.

**2.4.16.** Shall have chemical pump "auto-prime."

**2.4.17.** Shall have service diagnostics.

**2.4.18.** Should have electric tank heat.

**2.4.19.** Voltage shall be 120/208-240(3W)/60/1.

**2.4.20.** Shall include power cord kit 14-50 connector.

**2.5. Or Equal:** Bidders are to bid as specified herein or bid an approved equal.

Determination of equality is solely Boone County's responsibility.

**2.6. Deviations:** It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's response non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

**2.7. Descriptive Literature** – Bidder shall submit descriptive literature of the product with their Response.

**2.8. Installation:** County shall install. Installation costs shall not be included in Responses submitted by Bidders.

**2.9. Warranty:** Unit to come with manufacturer's standard warranty. Contractor to provide warranty documentation with bid response..

**2.10. Inspection:** All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at bidder's expense for full credit or replacement at no additional cost to the County.

**2.11. Designee:** Robert L. Perry Juvenile Justice Center, Cathy Thompson, Secretary II, 5665 North Roger I. Wilson Memorial Drive, Columbia, Missouri 65202.

**2.12. 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.

**2.12.1.** Invoices shall be submitted to Robert L. Perry Juvenile Justice Center for payment, which will be made thirty (30) days after receipt and acceptance of a correct and valid invoice. The billing address is Robert L. Perry Juvenile Justice Center, 5665 North Roger I. Wilson Memorial Drive, Columbia, Missouri 65202.

### **3. RESPONSE PRESENTATION AND REVIEW**

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**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 should 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](http://www.showmeboone.com).

**3.3. Bid Opening** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.

**3.3.1. Removal from Vendor Database:** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response 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.

**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

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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 the items below and attach to this Response Form product descriptions and warranty information. Refer to Section 2.4. for specifications.

<b>Line</b>	<b>Item</b>	<b>Brand</b>	<b>Model #</b>	<b>Unit Price</b>
4.8.1.	Dishwasher			\$
4.8.2.	Power Cord Kit			\$
4.8.3.	<b>TOTAL</b>			\$

**4.9.** Please state the length of time needed for delivery of the product once your business has received the Purchase Order.

**4.9.1.1.** Calendar Days: \_\_\_\_\_

**4.10.** List all deviations per Section 2.6.

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**4.11.** 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.

**4.11.1.** Signature of Authorized Representative: \_\_\_\_\_

**4.11.2.** Printed Name of Authorized Representative: \_\_\_\_\_

**4.11.3.** Date of Signature: \_\_\_\_\_

**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.

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Print Name and Title of Authorized Representative

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Signature

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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.



**Boone County Purchasing**  
613 East Ash Street, Room 109  
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**NO BID RESPONSE FORM**

**Cheli Haley, Buyer**  
Phone: (573)886-4392  
Facsimile: (573)886-4390  
[chaley@boonecountymo.org](mailto:chaley@boonecountymo.org)

**BID INFORMATION**

**Bid Number: 04-22JAN16**

**Commodity Title: Dishwasher at JJC**

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_