



COUNTY OF COLE JEFFERSON CITY, MISSOURI

REQUEST FOR BID

2018-15: EXERCISE EQUIPMENT (NEW OR USED)

SUBMISSIONS SHALL BE ACCEPTED UNTIL

FRIDAY, FEBRUARY 9 at 3:30 p.m. Central

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments and the contents of any addendum or amendment released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

COLE COUNTY COMMISSION
PURCHASING
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MISSOURI 65101

REQUEST FOR BID

1.0 OVERVIEW

- 1.1* **NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the Terms and Conditions of bidding and any special conditions set forth herein for the provision of new exercise equipment, discussed in greater detail in Section 3, for use by the Cole County Sheriff’s Department. Alternately, bids for used equipment, the acceptability of which shall be at the sole discretion of the County whose determination shall be final and conclusive, are welcomed and will be considered in lieu of new equipment.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled “EXCEPTIONS”.

- 1.2* **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jennifer Prenger, Purchasing Agent
jprenger@colecounty.org

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, **all respondents or potential respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document.** Respondents should not otherwise ask any County official or employee questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.3* **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County’s response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecounty.org. All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of the County is that which is issued in these specifications or by addendum thereto; no other means of communication, whether written or oral, shall be construed as a formal or official response or statement.

An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether addenda have been issued prior to submitting an offer and to incorporate that information into their response; the County assumes no liability

for respondents' failure to do so. Further, failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

- 1.4 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers at 311 East High Street, Room 200, Jefferson City, Missouri on Friday, February 9 at 3:30 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.
- 1.5 **ADVISE OF AWARD.** Award notification letters, along with a bid tabulation summarizing responses received, will be sent via email to all parties that submitted a response upon bid award by the Cole County Commission.

2.0 TERMS AND CONDITIONS

- 2.1 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.
- 2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.
- 2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.
- 2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.
- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of potential respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of

this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.

- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular item or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain like or similar product(s) to that which has been specified herein when use of such product is deemed in the best interest of the County.
- 2.11 **BID FORMS.** Bids made on anything other than the official bid form(s), if furnished by Cole County, will render the bid informal and may cause its rejection.
- 2.12 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.13 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Price submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents. Bids qualified by escalator clauses may not be considered.
- 2.14 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.15 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order if delivery is not made or work not started as guaranteed.
- 2.16 **DEFAULT.** In case of default by the bidder or contractor, Cole County may procure the articles or services from other source(s) and hold the successful respondent responsible for any excess cost occasioned thereby.
- 2.17 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect.

Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.

- 2.18 **SHIPPING.** Deliveries shall be F.O.B. destination freight prepaid to Jefferson City, Missouri and included in pricing.
- 2.19 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.20 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. The resulting contract does not guarantee that all purchases of this nature will go to the successful respondent(s), but rather establishes a primary vendor. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.21 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.22 **EVALUATION.** 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.
- 2.23 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award may be made on an item-by-item basis to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest.
- 2.24 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.25 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

- 2.26 **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT.** The Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Cole County, Missouri.

3.0 SPECIFICATIONS

- 3.1 **EQUIPMENT REQUIREMENTS.** The following represents the equipment for which the County is requesting pricing. In addition to new equipment, offers for used equipment are welcomed and will be considered in lieu of new equipment. The acceptability of proposed used equipment shall be at the sole discretion of the County whose determination shall be final and conclusive. The County may request additional information, photos, an in-person inspection of the equipment and/or any other measure deemed appropriate by the County before making an award decision.

3.1.1 **ITEM 1, LIFE FITNESS 8-STACK MULTI STATION.** Must consist of (1) Dual Lat Pulldown, (1) Single Lat Pulldown, (1) Dual Row, (1) Single Row, (1) Tricep pushdown, (1) Adjustable Single Column, (1) Cable Cross. Must be new or refurbished.

3.1.2 **ITEM 2, TRUE CS800 TREADMILL WITH 2-WINDOW DISPLAY.** Must have 550lb max user weight. Must have new running belt and new drive belt. Must be new or refurbished.

3.1.3 **ITEM 3, 45% HYPEREXTENSION.** New or Pre-Owned.

3.1.4 **ITEM 4, ADJUSTABLE BENCHES.** Must adjust from flat to 85% shoulder and have wheels for mobility. New or Pre-Owned.

3.1.5 **ITEM 5, ADJUSTABLE DECLINE BENCH.** Must have wheels for mobility. New or Pre-Owned.

- 3.2 **PRICING.** In addition to the cost of the equipment, pricing shall be inclusive of delivery of equipment to 350 East High Street, Jefferson City, Missouri 65101.

BIDDER RESPONSE FORM

Bid No. 2018-15, Exercise Equipment (New or Used)

| <i>Qty</i> | <i>Description</i> | <i>Total Cost (with Delivery)</i> |
|------------|--------------------|-----------------------------------|
|------------|--------------------|-----------------------------------|

| | | | | | | | | | | |
|--|---|--|---|--|--|---------------------------------------|--|--|--|----------|
| 1 | Item 1: Life Fitness 8-Stack Multi Station Make/Model (if alternate equivalent): _____ Equipment is: ____NEW ____Refurbished ____Pre-Owned Includes (check applicable features/accessories): <table style="width: 100%; margin-left: 20px;"> <tr> <td><input type="checkbox"/> (1) Dual Lat Pulldown</td> <td><input type="checkbox"/> (1) Adj. Single Column</td> </tr> <tr> <td><input type="checkbox"/> (1) Single Lat Pulldown</td> <td><input type="checkbox"/> (1) Cable Cross</td> </tr> <tr> <td><input type="checkbox"/> (1) Dual Row</td> <td><input type="checkbox"/> Platinum Frame/Black Upholstery</td> </tr> <tr> <td><input type="checkbox"/> (1) Tricep Pushdown</td> <td></td> </tr> </table> | <input type="checkbox"/> (1) Dual Lat Pulldown | <input type="checkbox"/> (1) Adj. Single Column | <input type="checkbox"/> (1) Single Lat Pulldown | <input type="checkbox"/> (1) Cable Cross | <input type="checkbox"/> (1) Dual Row | <input type="checkbox"/> Platinum Frame/Black Upholstery | <input type="checkbox"/> (1) Tricep Pushdown | | \$ _____ |
| <input type="checkbox"/> (1) Dual Lat Pulldown | <input type="checkbox"/> (1) Adj. Single Column | | | | | | | | | |
| <input type="checkbox"/> (1) Single Lat Pulldown | <input type="checkbox"/> (1) Cable Cross | | | | | | | | | |
| <input type="checkbox"/> (1) Dual Row | <input type="checkbox"/> Platinum Frame/Black Upholstery | | | | | | | | | |
| <input type="checkbox"/> (1) Tricep Pushdown | | | | | | | | | | |

| | | | | | | |
|---|--|---|---|---|--|----------|
| 1 | Item 2: True CS800 Treadmill with 2-Window Display Make/Model (if alternate equivalent): _____ Equipment is: ____NEW ____Refurbished ____Pre-Owned Includes (check applicable features/accessories): <table style="width: 100%; margin-left: 20px;"> <tr> <td><input type="checkbox"/> 550 lb Max User Weight</td> <td><input type="checkbox"/> New Belt Drive</td> </tr> <tr> <td><input type="checkbox"/> New Running Belt</td> <td></td> </tr> </table> | <input type="checkbox"/> 550 lb Max User Weight | <input type="checkbox"/> New Belt Drive | <input type="checkbox"/> New Running Belt | | \$ _____ |
| <input type="checkbox"/> 550 lb Max User Weight | <input type="checkbox"/> New Belt Drive | | | | | |
| <input type="checkbox"/> New Running Belt | | | | | | |

| | | | |
|--|--|--|----------|
| 1 | Item 3: 45% Hyperextension Make/Model: _____ Equipment is: ____NEW ____Refurbished ____Pre-Owned Includes (check applicable features/accessories): <table style="width: 100%; margin-left: 20px;"> <tr> <td><input type="checkbox"/> Platinum Frame/Black Upholstery</td> </tr> </table> | <input type="checkbox"/> Platinum Frame/Black Upholstery | \$ _____ |
| <input type="checkbox"/> Platinum Frame/Black Upholstery | | | |

| | | | | | | |
|---|--|---|--|--|--|----------|
| 1 | Item 4: Adjustable Benches Make/Model: _____ Equipment is: ____NEW ____Refurbished ____Pre-Owned Includes (check applicable features/accessories): <table style="width: 100%; margin-left: 20px;"> <tr> <td><input type="checkbox"/> Adjust from Flat to 85% Shoulder</td> <td><input type="checkbox"/> Platinum Frame/Black Upholstery</td> </tr> <tr> <td><input type="checkbox"/> Wheels for Mobility</td> <td></td> </tr> </table> | <input type="checkbox"/> Adjust from Flat to 85% Shoulder | <input type="checkbox"/> Platinum Frame/Black Upholstery | <input type="checkbox"/> Wheels for Mobility | | \$ _____ |
| <input type="checkbox"/> Adjust from Flat to 85% Shoulder | <input type="checkbox"/> Platinum Frame/Black Upholstery | | | | | |
| <input type="checkbox"/> Wheels for Mobility | | | | | | |

| | | | | |
|--|---|--|--|----------|
| 1 | Item 5: Adjustable Decline Bench. Make/Model: _____ Equipment is: ____NEW ____Refurbished ____Pre-Owned Includes (check applicable features/accessories): <table style="width: 100%; margin-left: 20px;"> <tr> <td><input type="checkbox"/> Wheels for Mobility</td> <td><input type="checkbox"/> Platinum Frame/Black Upholstery</td> </tr> </table> | <input type="checkbox"/> Wheels for Mobility | <input type="checkbox"/> Platinum Frame/Black Upholstery | \$ _____ |
| <input type="checkbox"/> Wheels for Mobility | <input type="checkbox"/> Platinum Frame/Black Upholstery | | | |

Lead time from date ordered to delivery: ____ Business Days

Please state guarantee or warranty on proposed products:

Authorized Signature

Name of Business or Entity

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he/she is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (the person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____

BID SUBMISSION CHECKLIST

- Fully executed cover page (page 1 of this document)
- Bidder Response Form (page 7 of this document)
- Pertinent information for used machines and available accessories
- Anti-Collusion Statement signed by a Notary Public (page 8 of this document)
- ONE ORIGINAL and TWO EXACT DUPLICATES of your bid submission