

COUNTY OF COLE – MISSOURI



REQUEST FOR PROPOSAL

2021-18: JANITORIAL SUPPLIES

SUBMISSIONS SHALL BE ACCEPTED UNTIL

THURSDAY, JUNE 24 at 3:00 p.m.

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-referenced 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 this solicitation and all attachments and the contents of any Addendum 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

REQUEST FOR BID

Sealed offers will be accepted by the Cole County Commission for consideration in provision of the following:

2021-18 JANITORIAL SUPPLIES

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, MO 65101 until 3:00 p.m. on Thursday, June 24th, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jessica Bryant at (573) 634-9168.

NEWS TRIBUNE: May 30, June 6 & 13

Legal Notices

Cole County Commission

311 East High Street

Jefferson City MO 65101

COLE COUNTY COMMISSION

COMMISSION
(573) 634-9110

PURCHASING
1736 SOUTHRIDGE DRIVE
JEFFERSON CITY, MISSOURI 65109

PURCHASING
(573) 634-9168

REQUEST FOR BID

1.0 OVERVIEW

1.1 **NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the provisions of this Request for Proposal in the provision of janitorial supplies for the County of Cole, Jefferson City, Missouri.

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:

Jessica Bryant
jbryant@colecounty.org

Contact with any other County employee regarding this solicitation is expressly prohibited without prior written consent. 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 Cole County is that which is issued by Cole County in these specifications or by addendum/amendment 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 or not any addenda have been issued prior to submitting a bid response to Cole County. The County assumes no liability if a contractor fails to incorporate addenda into their bid. 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 **RESPONSE PREPARATION.**

- Responses must be made upon prescribed forms attached to these Specifications;
- Responses must be submitted in a sealed box or envelope identified by bid number, bid title, and bid opening date/time. Only sealed submissions will be considered, all bids otherwise submitted will be rejected as irregular;

- Responses shall be complete and signed by an official authorized to obligate the agency or company submitting the response;
- Submissions shall include one (1) complete original and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender without exception.

- 1.5 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Thursday, June 24 at 3:00 p.m. CST. 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.

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 **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. 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. 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 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 OF DOCUMENTS.** If the bidder has any questions which arise concerning the true meaning or intent of the Plans, Specifications or any part thereof, which affect the cost, quality, quantity, or character of the project, he shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Such inquiries must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening. Failure to have requested an addendum covering any questions affecting the interpretations of the Plans and Specifications shall not relieve the successful respondent from delivering the completed project in accordance with the intent of the Plans and Specifications.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular material 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 have been specified herein when use of such product is deemed in the best interest of the County of Cole
- 2.11 **BID FORMS.** Bids made on other than the bid form furnished by Cole County will not be considered. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Any exceptions must be fully described on a separate sheet clearly labeled “EXCEPTIONS.”
- 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 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award will be made to the lowest and best bid overall.
- 2.14 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered.
- 2.15 **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.
- 2.16 **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.
- 2.17 **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.

- 2.18 **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.
- 2.19 **INTERPRETATION OF DOCUMENTS.** Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.20 **SHIPPING.** Deliveries shall be F.O.B. destination freight prepaid to Jefferson City, Missouri and included in all bid prices.
- 2.21 **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. 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.
- 2.22 **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.
- 2.23 **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.

3.0 SCOPE OF WORK

- 3.1 **OVERVIEW.** The Cole County Commission is issuing this Request for Proposal (RFP) to secure product pricing under an annual contract for Janitorial Supplies.

The County does not guarantee a minimum value for this contract. The quantities provided are best estimates and are given as a basis for the comparison of proposals; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.

- 3.2 **CONTRACT TERM.** The term of the contract resulting from this RFP will be for a period of one year. During this initial period, bid prices shall be firm. At the County's option, the contract may be extended under the same terms and conditions for up to five (5) additional one-year periods. Any price increase for subsequent years must be submitted to the Cole County Purchasing Agent, accompanied by a verifiable

letter of price increase from the manufacturer, at least ninety (90) days prior to contract expiration. No pricing increase will be accepted without the written approval of Cole County.

The contract shall terminate absolutely and without further obligation at such time as appropriated funds are no longer available to satisfy the obligation of Cole County under this contract. If, at any time, the County determines it is in its best interest to discontinue use of these services, the County reserves the right to cancel this Agreement by giving thirty (30) days advance written notice.

3.3 REQUIREMENTS.

3.3.1 **DELIVERIES.** The successful respondent will be responsible for delivering janitorial supplies as needed to the following Jefferson City, Missouri Cole County facility locations:

- 350 East High Street
- 311 East High Street
- 3400 West Truman Boulevard
- 210 Adams Street
- 400 Stadium Boulevard
- 1736 Southridge Drive
- 5055 Monticello Road

Any unique delivery requirements and/or regulations of each facility will be strictly adhered to by personnel of the successful respondent. Each delivery must include a packing list.

Standard deliveries are to be made within seventy-two (72) hours of order placement at the maximum with the ability to provide next day product when needed. Any delay of order is to be explained and approved by the office or department's point of contact placing the order. Continuous delays in delivery may be cause for cancellation of the contract.

Product pricing shall include all delivery costs, including next day delivery when needed. At no time will the County pay a separate delivery charge.

The County will accept no minimum order requirements, but will work with the successful respondent in ordering package quantities when possible.

3.3.2 **DISPENSERS.** The County requires that respondents propose product compatible with the current dispensers –OR– supply and install all necessary dispensing equipment to fit the proposed product. If the latter option is exercised, the successful respondent will bear the responsibility of removing the current dispensers and patching/repairing any installation holes that will not be used in the new installation. Such work shall be to the satisfaction of the Cole County Maintenance Director. ALL dispensing equipment (toilet tissue, paper towels, air freshener, hand soap, etc.), whether existing or newly supplied, shall be kept in good state of repair and operating condition for the duration of the contract by the successful respondent. Minor repairs and maintenance and replacements when needed shall be provided at no additional cost to the County. Upon termination of the contract, all dispensers shall become the property of Cole County.

If a respondent elects to bid product requiring replacement dispensers, universal dispensers fitting a wide variety of product are the preference of Cole County in effort to simplify the competitive bidding obligations of the future. Respondents may submit multiple proposals if desired by printing the bid form out as needed and clearly indicating "ALTERNATE BID" in the header with a brief description of what differentiates the bids.

3.3.3 **INVOICING.** The successful respondent must provide billing by department with net 30 terms.

4.0 RESPONSE PREPARATION

4.1 **GENERAL REQUIREMENTS.** In order to be considered for selection, respondents must submit a complete response with **one (1) original and two (2) exact duplicates.**

4.1.1 **BID FORM.** Those products listed constitute most of Cole County's janitorial spend. ALL items may not specifically be listed but shall be provided to Cole County at (minimally) the stated discount off manufacturer's suggested list price as bid by the respondent.

"Description & Manufacturer" In this column, respondents should indicate the manufacturer, name and description of the product being proposed. Products must be equivalent to current products. Cole County WILL require samples of proposed alternates from those being considered for award to establish equivalency prior to bid award.

"Size/Quantity" In this column, respondents should include all detail necessary to establish product size and/or quantity for evaluation.

4.1.2 **CONCENTRATED CHEMICALS.** Respondents **must** submit bids reflecting the products outlined on the bid form (or equivalent). The County is also potentially interested in receiving bid pricing for concentrated chemicals that would be mixed by County personnel. Respondents may submit an "alternate" bid for these products by filling out a copy of the bid form and adding "ALTERNATE" to the header.

4.2 **PROPOSAL REQUIREMENTS.** Each respondent's proposal shall be organized in the sequence indicated below:

4.2.1 **COVER PAGE.** Page 1 of this document, fully executed.

4.2.2 **REFERENCES.** Respondents must list a minimum of three (3) references for which they currently provide janitorial product. Included should be the business name/government entity and the primary contact person along with contact information (telephone number and/or email).

4.2.3 **ORDER PROCESS.** Respondent should outline their proposed order process, which must include electronic transfer of orders (fax and/or email). Order process must meet the approval of the Cole County Maintenance Director.

4.2.4 **ANTI-COLLUSION STATEMENT.**

4.2.5 **BID FORM.** Respondents

4.2.6 **BID ALTERNATE.**

4.2.7 **DISPENSERS.** Respondents should indicate whether they will be utilizing the current dispensers or providing new. If new dispensers are being proposed, the respondent must indicate whether the dispensers are proprietary or universal.

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: _____