



**CLAY COUNTY
PURCHASING DEPARTMENT
INVITATION FOR BID (IFB)**

IFB No.:53-19
TITLE: EQUIPMENT LEASE\RENTAL SERVICES
ISSUE DATE: 5/30/2019

PURCHASING SPECIALIST II: PATRICK WEST
PHONE No.: 816-407-3630
E-MAIL: PWEST@CLAYCOUNTYMO.GOV

**BID RESPONSES MUST BE RECEIVED BY NO LATER THAN (“CLOSE/RETURN DATE and TIME”):
JUNE 20, 2019 AT 2:00 PM CENTRAL TIME**

SUBMITTAL INSTRUCTIONS: In effort to support the County’s initiative for conservation, it is preferred that bids be submitted via www.PublicPurchase.com. Sealed bids may be delivered to the Clay County Purchasing Office prior to the return date and time. Print the Sealed Bid Label found in Attachment 1 or type **IFB Number, IFB Title and Return Due Date** on the lower left hand corner of the envelope or package. In order for a bid to be considered complete, the Clay County document must be completed in its entirety. The cover page **MUST** be completed, all pages **MUST** be initialed and the Terms and Conditions Acknowledgement Form **MUST** be signed.

RETURN BID TO: **CLAY COUNTY ~ PURCHASING DEPARTMENT
ATTN: PATRICK WEST
16 W. FRANKLIN, SUITE 16-B
LIBERTY, MO 64068**

AGREEMENT PERIOD: DATE OF AWARD THROUGH ONE YEAR; WITH FOUR ONE-YEAR RENEWAL OPTIONS
DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**FINANCE AND ADMINSTRATIVE SERVICES
1 COURTHOUSE SQUARE
LIBERTY, MISSOURI 64068**

By signing this IFB cover page, the Vendor shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Agreement Terms and Conditions. The Vendor shall further agree that the language of this IFB shall govern in the event of a conflict with their bid. In addition, the Vendor shall further agree that upon receipt of an authorized purchase order from Clay County or when an Official Action is signed and issued by an authorized official of Clay County, a binding Agreement shall exist between the Vendor and Clay County.

SIGNATURE REQUIRED

Company Name		Authorized Representative (Print)		Title	
Street Address		Authorized Signature			
City/State/ZIP	County	Date	Company Tax ID No.		
Telephone No.	Facsimile No.	E-mail			
___ Corporation ___ Individual ___ State/Local Government		___ Partnership ___ Sole Proprietor		___ IRS Tax-Exempt	
Vendor Tax Filing Type With IRS (Check One)					

1. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

Submittal instructions and Determination of Award information can be found on our website by clicking the following link [https://www.claycountymo.gov/departments/purchasing#Current Solicitations](https://www.claycountymo.gov/departments/purchasing#CurrentSolicitations)

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed bids from prospective Vendors for Equipment Lease\Rental Services for Finance and Administrative Services in accordance with the requirements and provisions stated herein.

1.1.2 This document is divided into the following parts:

Section 1:	Introduction and General Information
Section 2:	Scope of Work
Section 3:	Agreement Terms and Conditions Acknowledgement Form
Section 4:	Affidavit of Work Authorization and Documentation

Exhibit A:	Pricing
Exhibit B:	Experience and Expertise
Exhibit C:	Miscellaneous Information

Attachment 1: Sealed Bid Label

1.2 Questions:

1.2.1 Questions relating to the IFB must be submitted via the www.PublicPurchase.com website or e-mailed to Purchasing2@ClayCogov.com

1.2.2 **All questions and issues should be submitted no later than June 10, 2019** If not received prior to the aforementioned date; the County may not be able to fully research and consider the respective questions or issues.

1.3 Background Information:

1.3.1 IFB 16-14 Equipment Lease/Rental was awarded via Official Action Number 2014-139 to the lowest and best Bid responses.

a. Clay County utilized the final renewal period with OA 2018-125 Renewal Bid Number 35-18.

1) The Vendors listed on the final renewal were Earley Tractor, Inc., Foley Equipment Co., M&M Golf Cars, LLC, and The Victor L. Phillips Co.

1.3.2 Although an attempt has been made to provide accurate and up-to-date information, Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this IFB.

1.4 Estimated Quantities:

1.4.1 The County shall not guarantee any minimum or maximum amount of the Vendor's products/services that may be required under the agreement. The Vendor shall provide Equipment Lease\Rental Services on an as needed, if needed basis. The County shall not guarantee any usage of the agreement whatsoever.

Vendor's Initials: _____

2. SCOPE OF WORK

This section of the IFB includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of the Clay County Entity. The contents of this section include mandatory requirements that will be required of the successful Vendor and subsequent Vendor. The Vendor is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The Vendor's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Clay County. The Vendor must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the Vendor (if any) in the appropriate sections of Exhibit A, Pricing Pages.

2.1 Specific Requirements:

- 2.1.1 The Vendor shall provide an Equipment Rental\Lease Services which meets or exceeds the specifications contained in this document.
- 2.1.2 All equipment shall be easy to maintain and repair.
- 2.1.3 Vendor shall provide brochure and specification sheet for specified items, if awarded.
- 2.1.4 Nine Wheel Pneumatic Roller or better
- a. HP, Engine and Drive System
 - 1) Diesel engine with hydrostatic drive system and steering
 - b. Compaction Width
 - 1) Machine shall have a minimum rolling width of 69"
 - c. Machine Weights
 - 1) Machine shall have a minimum un-ballasted operating weight of 28,535 pounds and the capability of 38,000 pound operation weight fully ballasted
 - d. Ballast Box
 - 1) Machine shall have a minimum of 13,600 pounds of steel ballast
 - e. Water System
 - 1) Machine shall have a minimum of 100 gallon water tank.
 - 2) The piping and spray bars and valves are to be non-corrosive.
 - 3) System must have a water filter to reduce clogging and a pressure fog spray for both the front and rear wheels and shut-off accessible from operator position.
 - f. Tires
 - 1) The unit shall have Cocoa mats and scrapers for both the front and rear tires.
 - g. Safety Requirements
 - 1) Machine shall have a ROPS (Roll-Over Protective Structure) meeting OSHA requirements.
 - 2) Unit shall also have back-up alarm system in accordance to OSHA standards.
 - 3) Unit shall have hazard and turn signals, horn, instrument gauge package and rotating beacon.
- 2.1.5 Wood Chipper
- a. Hitch
 - 1) Ball hitch or Clevis hitch
 - b. Grinder
 - 1) Rotary grinder
 - 2) Grinds trees up to 8" in diameter
- 2.1.6 Golf Cart - for use by Camp Hosts at Clay County Parks Campgrounds
- a. Engine
 - 1) Gas
 - b. Accessories
 - 1) Canopy
 - 2) Windshield
 - 3) Headlights

Vendor's Initials: _____

- 2.1.7 Concrete forms
- 2.1.8 Concrete screed
- 2.1.9 Concrete finishing equipment
 - a. Floats
 - b. Trowels
- 2.1.10 Power tools and equipment
- 2.1.11 Scissor Lift
 - a. Twenty-Five (25) foot lift
 - b. Primarily outdoor
 - 1) Outdoor regular terrain
 - 2) Outdoor rough terrain
- 2.1.12 Additional Services\Leased Equipment requested by the County
 - a. Vendor will prepare and submit to the County an estimate of the total cost associated with such additional services/leased equipment, when requested.
 - b. The County will review and approve in writing such cost estimate for additional services/leased equipment.
 - c. Total compensation and reimbursement to be paid by the County to the Vendor for such approved additional services/leased equipment shall not exceed the approved amount.
- 2.1.13 Vendor shall provide a listing including charges of other types of equipment or tools available for lease\rent from their company.
- 2.1.14 Whenever a material, article, or piece of equipment is identified on the plans or specifications by reference to a manufacturer's or vendor's name, trade name, catalog number, etc., it is intended merely to establish a standard.
 - a. Any material or article or piece of equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the proposed material, article, or equipment is, in the opinion of the County, of equal substance and function.
 - b. When the manufacturer is referenced and the words "or approved alternate" do not follow, it shall be deemed that the words "or approved alternate" shall follow such designations unless the material, article, or piece of equipment is identified as "no substitutes."
 - c. The County, in its sole discretion, may reject proposed substitute items.
 - d. Samples may be required for evaluation prior to award.
- 2.1.15 Inventory/Warehouse Availability for Equipment & Parts
 - a. The Vendor shall state the availability of inventory and warehousing and the retail location.
 - b. The County reserves the right to inspect the Vendor's facilities as part of the evaluation for award.
- 2.1.16 Tax Exempt: All or certain items required for this Agreement are for the constructing, repairing, or remodeling facilities for an exempt entity and qualify for exemption from State and local sales and use taxes under RSMo 144.062.
- 2.1.17 Upon Award, the Department(s) will place orders.
 - a. The order will be faxed or emailed and confirmed with the successful Vendor by the County.
 - b. The purchase order number will be referenced on the order, and MUST be referenced on all delivery tickets and invoices.
- 2.1.18 Delivery Instructions for the Golf Cart(s):
 - a. Parks Department
17201 Paradesian
Smithville, MO 64089
P: 816-407-3400

Vendor's Initials: _____

3. AGREEMENT TERMS AND CONDITIONS ACKNOWLEDGEMENT FORM

The undersigned Vendor has read, understood, and accepted the Terms and Conditions as published on the Clay County Official Website located:

[HTTPS://WWW.CLAYCOUNTYMO.GOV/TERMSANDCONDITIONS](https://www.claycountymo.gov/termsandconditions)

All terms and conditions as stated shall be adhered to by Vendor upon acceptance of Agreement. Vendor enters into this agreement voluntarily, with full knowledge of its effect.

Vendor Signature

Date

Vendor Name

Vendor's Initials: _____

4. AFFIDAVIT OF WORK AUTHORIZATION AND DOCUMENTATION

The Vendor who meets the section 285.525, RSMo (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), definition of a business entity must understand and agree that it is a mandatory requirement for the Vendor to be enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to Agreement(s) with Clay County for the duration of the Agreement(s), if awarded in accordance with subsection 2 of Section 285.530, RSMo. The Vendor also affirms that the Vendor does not and will not knowingly employ a person who is an undocumented or unauthorized immigrant worker in connection with the Agreement services provided under the Agreement(s) for the duration of the Agreement(s), if awarded. By signing the solicitation cover page, the Vendor shall be affirming thereof, the facts stated above are true and correct. The Vendor understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo. At any time during the Agreement, the County shall have the right to request proof of enrollment in the E-Verify federal work authorization program and the Vendor shall comply with such requests.

Authorized Personnel:

The Vendor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the Vendor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if Clay County has reasonable cause to believe that the Vendor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the Agreement immediately without penalty or recourse and suspend or debar the Vendor from doing business with Clay County. Clay County may also withhold up to twenty-five percent of the total amount due to the Vendor.

The Vendor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

If the Vendor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the Vendor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the Agreement services included herein. If the Vendor's business status changes during the life of the Agreement to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Vendor shall, prior to the performance of any services as a business entity under the Agreement:

- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 2) Provide to the Clay County Purchasing Department the documentation required affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 3) In accordance with subsection 2 of section 285.530, RSMo, the Vendor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new Agreement.

NOTE: E-Verify Documentation proof shall include EITHER the E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Vendor's name and the MOU signature page completed and signed, at minimum, by the Vendor and the Department of Homeland Security – Verification Division.

Affidavit of Work Authorization and Documentation - Pursuant to section 285.530, RSMo, if the Vendor meets the section 285.525, RSMo, definition of a "business entity"

(<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Vendor must affirm the Vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein.

E-Verify Documentation must be submitted with solicitation response.

Vendor's Initials: _____

**EXHIBIT A
Pricing Pages**

PRICING TABLE 1: REQUIRED PRICING

The Vendor shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the IFB.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	PRICE PER HOUR	PRICE PER WEEK	PRICE PER MONTH
2.1.4	9-Wheel Pneumatic Roller	1	\$	\$	\$
2.1.5	Wood Chipper	1	\$	\$	\$
2.1.6	Golf Cart	1	\$	\$	\$
2.1.7	Concrete forms	each	\$	\$	\$
2.1.8	Concrete screed	each	\$	\$	\$
2.1.9	Concrete finishing equipment Including floats & trowels	each	\$	\$	\$
2.1.10	Power tools and equipment	each	\$	\$	\$
2.1.11	Scissor lift	1	\$	\$	\$

PRICING TABLE 2: OTHER REQUIRED PRICING

The Vendor must state below all other applicable costs necessary to satisfy the mandatory requirements of the IFB. Unless stated in Exhibit A, the County shall assume that absolutely no other fees or charges, including upgrade fees, will be assessed to the County whatsoever in connection with the Equipment Lease\Rental Services herein and to satisfy the IFB requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
Response Time/Delivery after Receipt of Order (ARO)	Hours/Days	

Vendor's Initials: _____

EXHIBIT A, continued

PRICING TABLE 3: OPTIONAL PRICING

The Vendor may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed Equipment Lease/Rental Services solution. Also list any pricing discounts.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE

PRICING TABLE 4: FEE SCHEDULE

If additional services are requested by the County, the Vendor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The Vendor must indicate in the pricing table below the firm, fixed hourly rates for the personnel job classifications that may be necessary to fulfill the requirements of the IFB.

TASK/PERSONNEL BREAKDOWN
SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY RATE

During the course of the Agreement year, the using departments may need to order items not specifically listed above. Please state below, any discounts for such purposes, from your listed prices.

_____ % Discount off list price

Vendor's Initials: _____

**EXHIBIT B
Experience and Expertise**

The evaluation of the Vendor's experience and expertise shall be subjective based on the requirements stated herein. Therefore, the Vendor should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well of its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE:

A MINIMUM of one (1) year experience is required of the successful Vendor, in similar services, as described in the scope. Experience and references provided by Vendors shall be verified and will be a significant factor in the evaluation. Vendors should provide the information below.

How many years has your company been in the Equipment Lease\Rental Services business?

List a minimum of three (3) references showing Agreements held by your company providing the same or similar services for other public entities, local governments or private companies.

Reference No. 1 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	

Reference No. 2 of 3	
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	

Reference No. 3 of 3	
Company/Organization Name:	
Customer Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	

Vendor's Initials: _____

**EXHIBIT D
Miscellaneous Information**

D.1 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):

1) This section is optional, it will not affect bid award. If the County awarded you the proposed Agreement, would you sell under the prices and terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement).

YES: _____ NO: _____

INITIALS: _____

2) Sales will be made in accordance with the prices, terms, and conditions of the IFB and any subsequent term Agreement.

3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the bid or Agreement unless they are specifically named in the IFB as a joint participating entity.

4) All sales to other jurisdictions shall be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other Agreement administration shall be the responsibility of the ordering jurisdiction.

5) The Purchasing Manager shall be responsible to handle the solicitation and award the Agreement. The Purchasing Manager shall have the sole authority to modify the Agreement and handle disputes regarding the substance of the Agreement.

6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

D.2 WEBSITE INFORMATION:

1) Does your company have a website? YES: _____ NO: _____

2) If yes, please provide the website address:

www. _____

3) Can product(s) be ordered from that website? YES: _____ NO: _____

4) Can we receive the pricing you have quoted us, when ordering from the website? YES: _____ NO: _____

Vendor's Initials: _____

EXHIBIT D, continued

D.3 EMPLOYEE BIDDING/CONFLICT OF INTEREST:

Vendors who are elected or appointed officials or employees of Clay County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the Vendor or any owner of the Vendor’s organization is currently an elected or appointed official or an employee of Clay County or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official
or employee of Clay County or any
Political subdivision thereof:

If employee of Clay County or political
sub-division thereof, provide name of Clay
County entity or political subdivision where
employed:

Percentage of ownership interest in Vendor’s
Organization held by elected or appointed
Official or employee of Clay County
or Political sub-division thereof:

_____ %

Vendor’s Initials: _____

**ATTACHMENT 1
Sealed Bid Label**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED BID RESPONSE ENCLOSED

DELIVER TO:

**CLAY COUNTY ~ PURCHASING DEPARTMENT
ATTN: PATRICK WEST
16 W. FRANKLIN, SUITE 16-B
LIBERTY, MO 64068**

BID No.: 53-19 DATE: June 20, 2019

BIDS MUST BE RECEIVED BEFORE 2:00 PM CENTRAL TIME

DESCRIPTION: EQUIPMENT LEASE\RENTAL SERVICES

SPECIFY VENDOR NAME: _____

SPECIFY VENDOR'S CITY, STATE LOCATION: _____

Vendor's Initials: _____