



Johnson County Commission

Densil Allen
Presiding Commissioner

John L. Marr
Commissioner, Eastern District

Charles Kavanaugh
Commissioner, Western District

Diane Thompson
County Clerk

Johnson County Courthouse, 300 N Holden, Warrensburg, MO 64093
(660) 747-6161 - Fax 747-9332
www.jococourthouse.com

REQUEST FOR BIDS JOHNSON COUNTY, MISSOURI

Building and Grounds – Utility Terrain Vehicle

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| DATE OF APPROVAL: | October 13, 2022 |
| QUESTIONS AND CLARIFICATIONS SUBMISSION DEADLINE: | 1:30 p.m. CDT – Tuesday, October 25, 2022 |
| BID DEADLINE: | 1:30 p.m. CDT - Thursday, November 3, 2022 |
| BID HEADING: | Request for Bids – Building and Grounds – Utility Terrain Vehicle |
| COUNTY CONTACT PERSON: | Jennifer Powers, Chief Deputy Clerk |
| COUNTY CONTACT INFORMATION: | (660) 747-6161 jpowers@jococourthouse.com |

1. NOTICE

Notice is hereby given that Johnson County is requesting bids for a Utility Terrain Vehicle (UTV) and accessories for use by the Johnson County Building and Grounds Department. This UTV will be used for plowing snow and spreading ice melt, those functions should be taken into consideration when preparing the bid.

2. SPECIFICATIONS

Unless otherwise specified, any manufactures' names, trade names, brand names, information and/or catalog numbers listed in this specification are descriptive, not restrictive. The bidder may offer any product that meets or exceeds the applicable specifications. The bidder must demonstrate comparability, by including appropriate catalog materials, literature, specifications, test data, etc. The County shall determine in its sole discretion whether a product is acceptable as an equivalent.

Utility Terrain Vehicle Body: Fully Assembled, Four Wheel Drive, Two Passenger, Total Enclosure, Upgraded Windshield, Wench Compatible with Snowplow, Utility Bed

Engine Size: minimum 479CC

Towing Capacity: minimum 1,500 lbs

Payload Capacity: minimum 400 lbs

Fuel Capacity/Range: minimum 5 Gal/100 miles

Electrical System: Weather sealed Plug and Play

48-66" Snowplow Kit: Snowplow, Push Tube UVT PTUT, Snowplow Mount, Hitch Pin Bent 5/8 x 3

Electric Ice Melt Spreader: Compatible 12V DC, 2.2 cubic ft, Rain Cover

Delivery Options: Johnson County Courthouse, 300 N Holden St, Warrensburg or County pick up the UTV

4. BID CONTENT AND FORMAT REQUIREMENTS

The bidder must submit their bids on the BID FORMS supplied in this RFP on pages 5-7. Bidders must submit ALL information to be considered a responsive bid; bids may be rejected if required documentation is not included or completed at the discretion of the County.

5. SELECTION PROCEDURES

Bids will be evaluated on the criteria outlined in the BID CONTENT AND FORMAT REQUIREMENTS section.

After an initial review and evaluation of each of the bids, the bids submitting the most highly rated bids may be invited for interviews prior to final selection, to further elaborate on their bids. The County reserves the right to award a contract without holding interviews, in the event the written bids provide a clear preference on the basis of the criteria described.

The Contractor selected for this project will be required to accept the County's standard contract and to comply with the insurance standards as deemed acceptable to the County's Legal Counsel.

6. INQUIRIES

All questions concerning this Request for Bids document shall be submitted by email or in written form to:

Jennifer Powers

Johnson County Chief Deputy Clerk

jpowers@jococourthouse.com

All questions must be received in writing or by email no later than **1: 30 p.m. CDT on Tuesday, October 25, 2022**. Only questions submitted in writing or by email shall be responded to via an addendum. Questions will not be accepted via telephone. Responses to questions/clarifications will be placed on the Johnson County website at: <http://www.jococourthouse.com/bids.html>.

GENERAL TERMS AND CONDITIONS

1. **Definitions:** The term "Bidder" as used herein shall refer to entities submitting bids in response to this RFB. The term "Contractor" or "Operator" is also used to describe the successful bidder(s) in the context of providing services under a contract resulting from this RFB. The term "contractor" as used herein and elsewhere in these Terms and Conditions shall be used synonymously with the term "successful bidder." The term "County" shall mean Johnson County, Missouri.
2. **Rights and Responsibilities:** Johnson County reserves the right to:
 - Request clarification of any submitted information;
 - Not enter into any agreement;
 - Not to select any bidder;
 - Amend or cancel this process at any time;
 - Interview bidders prior to award and request additional information during the interview;
 - Negotiate a multi-year contract or a contract with an option to extend the duration;
 - Award more than one contract if it is in the best interest of the County; and/or
 - Issue similar RFBs in the future.
3. **Equal Opportunity/Disadvantaged Business:** Johnson County prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition. Disadvantaged, minority-owned and women-owned businesses are encouraged to submit bids.
4. **Preparation of Bids:** It shall be the responsibility of the Bidder to examine specifications, scope of work, schedule and all instructions that are part of this request for bid. Failure to observe any of the instructions or conditions in this request for bid may result in rejection of the bid.

All of the specifications and information contained in this request for bid, unless specifically excepted in writing by the Bidder and such exceptions being included with the bid, will form the basis of the contract between the successful Bidder and the County. The Bidder should take care to answer all questions and provide all requested information.

6. **Submission of Bids:** Sealed bids will be opened at **1:30 P.M. ON THURSDAY, NOVEMBER 3, 2022** in the County Commission's Office. Bidders must submit their bid before this deadline, along with any amendments issued by the County, in a sealed opaque envelope or mailing box with the following information written on the outside of the envelope or mailing box:

- a) The Bidders' organization or company name,
- b) The "reference" which is "**DO NOT OPEN – UTV BID**"

Mail or deliver two (2) bids, one (1) original bid signed in ink by a company official authorized to make a legal and binding bid, and one (1) complete copy to:

ATTN: Diane Thompson, County Clerk
Johnson County
300 North Holden Street, Suite 201
Warrensburg, MO 64093
Phone: (660) 747-6161

Emailed electronic submissions will not be accepted for this Request for Bids.


7. **Timely and Complete Receipt:** Bids not received by the time and date of the scheduled bid opening will not be considered and will be returned unopened to the Bidder. All responses will be considered final as submitted. No additions, deletions, corrections, or adjustments will be accepted after the time and date due. Bids submitted which do not follow the prescribed format may be rejected. Contractors are required to clearly identify any deviations from the specifications in this document.
8. **Corrections or Withdrawals:** The Bidder may correct a mistake or withdraw a bid before the bid opening date by sending written notification to the County Clerk, Diane Thompson, at email: dthompson@jococourthouse.com. Bids may be withdrawn after the opening only with written authorization from the County Clerk, Diane Thompson. at email: dthompson@jococourthouse.com.
9. **Open Bid:** The bid, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening unless this timeframe is specifically excepted to in your bid. The County reserves the right to waive any defect or irregularity in any proposal received. In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.
10. **Evaluation of Bids:** The evaluation of bids and the determination as to acceptability of services proposed shall be the responsibility of the County. Accordingly, to ensure that sufficient information is available, the Bidder may be required to submit literature, samples, or other information prior to award. The County reserves the right to obtain clarification or additional information from any firm regarding its bid. The County reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the owners. The County further reserves the right to reject any bid, or all bids, and to re-release the request for bids.
11. **Commitment:** This Request for Bids is not a contract or a commitment of any kind.
12. **Professional Licenses:** Contractor must be licensed in accordance with the laws of the State of Missouri.
13. **Prohibited Contact:** Contact with any representative including elected and appointed officials, employees and affiliated agencies of the County, other than through the procedure outlined above, concerning this request for bids, is prohibited. Violations of this prohibited communication will result in disqualification of the bidder at the sole discretion of the County Commission.
14. **Open Records:** Any and all information contained in or submitted with this Request for Bids becomes a public record subject to the Missouri Sunshine Law when a contract is executed, or all bids are rejected. If the Bidder believes that any information contained in or submitted with the bid is protected by the Missouri Sunshine Law, the bidder or its authorized representative must clearly identify what information believes is protected and must also clearly identify the legal basis on which the belief is held.
15. **Non-Collusion:** By responding to this request for bids, the Bidder shall be deemed to have represented and warranted that the bid is not made in connection with any other Bidder submitting a separate response to this request for bids and is in all respects fair and without collusion or fraud.
16. **Ability to Perform:** The Bidder may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, the County may reject the bid.

17. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any Bidder prior to the County issuing a written notice to proceed.
18. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed, and continue through December 31, 2023. Thereafter, this agreement may be renewed by the County for two (2) additional one-year renewal terms as determined in the contract for services.
19. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy obligations of the contract.
20. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
21. **Indemnification:** The contractor shall defend, indemnify and save the County and all its officers, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. The contractor shall pay any judgment with cost which may be obtained against the County growing out of such injury or damages.
22. **Use of Subcontractors:** Should the bidder intend to utilize the services of a subcontractor it must be clearly noted in the bid with the same relevant information as is required of the general contractor.
23. **Non-Assignment:** Assignment of any contract resulting from this request for bid will not be authorized.
24. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
25. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Missouri. The parties agree to submit to the jurisdiction in Missouri, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Johnson County, Missouri.

CONCLUSION: On behalf of the Johnson County Commission, thank you for your interest in the Johnson County Utility Terrain Vehicle request for bids. We look forward to receiving your bid.



 Densil Allen
 Presiding Commissioner



 John L. Marr
 Commissioner, Eastern District

 ABSENT
 Charles Kavanaugh
 Commissioner, Western District



ATTEST:



 Diane Thompson, County Clerk

BID FORM: COVER SHEET

CERTIFICATION: By signing this *Cover Sheet*, I hereby attest to the following:

- A. that I have read and understood all the terms listed in the request for bid (RFB);
- B. that I have read and understood all terms listed in this RFB;
- C. that I am authorized to bind the listed entity into this agreement;
- D. that should this RFB be accepted, I am authorized and able to secure the resources required to deliver on all terms listed within the RFB as published by the County of Johnson, Missouri, including any amendments or addenda thereto except as explicitly noted or revised in my submitted bid;
- E. that should this bid be accepted, I will ensure that all personnel proposed to work on the project are authorized to work in the United States and in accordance with applicable state and federal laws, and;
- F. that should this bid be accepted, I will ensure that our organization will give full cooperation with any audit from federal, state or local auditors or investigation by federal, state or local law enforcement agencies.

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| Name of Person, Business or Organization: | |
| Type of Entity: (e.g. Sole-Proprietorship, Partnership, Corp., Non-Profit, Public Agency) | |
| Federal Tax ID Number: | |
| Contact Person – Name | |
| Contact Person – Address | |
| Contact Person – Phone Number (s) | |
| Contact Person – E-mail address | |

Submits the following bid for this project:

Quantity – One (1); Year, Make & Model of Utility Terrain Vehicle offered:

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| Bid Price per Utility Terrain Vehicle, Delivered: | \$ |
| Bid Price per Utility Terrain Vehicle, NOT Delivered: | \$ |

Estimated availability / delivery time from date of order: _____ days.

 Signature of Authorized Representative Printed Name of Authorized Representative Date

BID FORM: SPECIFICATIONS

| Number | Feature Description | | Meets | Exceeds | Not available or does not meet spec |
|---------------|------------------------------|--------------------------------|--------------|----------------|--|
| 1 | Utility Terrain Vehicle Body | Fully Assembled | | | |
| 2 | | Four Wheel Drive | | | |
| 3 | | Two Passenger | | | |
| 4 | | Total Enclosure | | | |
| 5 | | Upgraded Windshield | | | |
| 6 | | Wench Compatible with Snowplow | | | |
| 7 | | Utility Bed | | | |
| 8 | Engine Size | minimum 479CC | | | |
| 9 | Towing Capacity | minimum 1,500 lbs | | | |
| 10 | Payload Capacity | minimum 400 lbs | | | |
| 11 | Fuel Capacity/Range | minimum 5 Gal/100 miles | | | |
| 12 | Electrical System | Weather Sealed Plug and Play | | | |
| 13 | 48-66" Snowplow Kit | Snowplow | | | |
| 14 | | Push tube UVT PTUT | | | |
| 15 | | Snowplow Mount | | | |
| 16 | | Hitch Pin Bent 5/8 x 3 | | | |
| 17 | Electric Ice Melt Spreader | Compatible 12V DC | | | |
| 18 | | 2.2 cubic ft | | | |
| 19 | | Rain Cover | | | |

All answers of **Exceeds or Not Available or does not meet spec** shall be explained on the exception sheet included in this packet. Cite the corresponding Item Number of the feature involved.

Warranty: Please describe the included warranty and the cost for any necessary extended warranties.

BID FORM: EXEMPTION SHEET

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Please select one of the following, this page should be included in the submitted bid:

_____ There are no exceptions or differences to the stated specifications

_____ Below are the exceptions or differences to the stated specifications (attached additional sheets as needed):