

FRANKLIN COUNTY PURCHASING DEPARTMENT REQUEST FOR BID (RFB) COVER PAGE

RFB NO: 2022-07TITLE: Equipment RentalSolicitation Schedule & Deadlines:October 20, 2021Solicitation Release/Advertising DateNovember 2, 2021 2:00pmDeadline for Submitting QuestionsNovember 4, 2021 4:30pmDeadline to post AddendumNovember 11, 2021 2:00 pmDeadline to Submit ResponseNovember 11, 2021 2:30 pmOpening Date I Time

Responses must be received no later than "Deadline to Submit Response"

November 11, 2021 2PM

Franklin County Purchasing Department

Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: \_\_\_\_\_

### **SUBMISSION CHECKLIST**

\_\_\_\_\_ I have reviewed the bid schedule and deadlines, located on the solicitation cover page

\_\_\_\_\_ I have read ALL Terms and Conditions and Bid documents closely

(Located at www.franklinmo.org)

# THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

### USE THESE FORMS ONLY

\_\_\_\_\_Solicitation Cover page

\_\_\_\_\_Contractual Terms and Conditions Acknowledgement

\_\_\_\_\_Pricing Form completed and signed

\_\_\_\_\_ I have one original and two copies that are labeled accordingly

\_\_\_\_\_ I have included contact information

\_\_\_\_\_ I have included the COI as requested

\_\_\_\_\_Affidavit for Work Authorization is completed, Notarized, and supporting information is included

\_\_\_\_\_ Envelope is sealed and label attached

\_\_\_\_\_ W9 is filled out completely & included

# **SPECIFIC REQUIREMENTS**

- 1. Contractor must be able to provide Equipment Rentals, which meet or exceed the specifications contained in this document. Equipment rental to include, but not limited to, any/all road maintenance and repair equipment.
- 2. Contractor should include **all equipment** available for rent, including trailers to carry equipment if available.
- 3. Contractor should provide daily, weekly and monthly rates.
- 4. An updated list can be provided if new equipment is added throughout the contract period.
- 5. Rental rates must include all maintenance. Franklin County will not perform maintenance on rented equipment. Days when equipment is out of service, due to needed repairs, will be deducted from the total rental fee prior to invoicing.
- 6. Prior to pick-up or delivery and until the equipment is removed from Franklin County possession, Franklin County will insure equipment being rented for replacement cost and operator liability. The insurance documentation will be provided at the Contractor's request.
- 7. If the Contractor is unable to meet a request for equipment an upgrade at the same price as the requested equipment may be acceptable, at the discretion of the Franklin County requesting department.
- 8. Contractor will provide a rental agreement that must contain the make, model, serial number and replacement cost for each piece of rented equipment.
- 9. A purchase order number is required before renting equipment.
- 10.Contractor must be able to provide service to all locations/departments necessary. Normal business hours are Monday through Friday 7:00 a.m. – 3:30 p.m. (CST). However, these times must be verified with the requesting department. County observed holidays will be provided upon request.

The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

# **INSURANCE REQUIREMENTS**

- 1. The Contractor shall furnish County with a certificate of insurance indicating proof of the following insurance from company's license in the State of Missouri:
  - A. Worker's Compensation and Employers' Liability: Worker's Compensation Statutory in compliance with the Compensation law of the Sate and Employers' Liability Insurance with a limit no less than \$1,000,000.00 each accident.

B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverage.

- 1. Premises Operations
- 2. Products and Completed Operations
- 3. Broad Form Property Damage
- 4. Contractual
- 5. Personal Injury

C. Automobile Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all the following:

- 1. Owned Automobiles
- 2. Hired Automobiles
- 3. Non-Owned Automobiles

D. The certificate shall list the Certificate Holder and Address as follows: Franklin County, 400 E Locust Street, Room 206, Union, Mo 63084. The services provided to Franklin County shall be listed under "Description of Operations."

E. Such insurance shall include under the General Liability and Automobile Liability policies Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners as "Additional Insured's". 2. The Agreement of Insurance shall provide for notice to the County of amendment or cancellation of insurance policies 30 days before such amendment or cancellation is to take effect.

# ADDITIONAL REQUIREMENTS

### 1. E-Verify

Completion of Affidavit of Work Authorization and provide acceptable documentation of enrollment in the program.

2. Employment of Unauthorized Aliens Prohibited

a.) Vendor agrees to comply with Missouri Revised Statute Section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

b.) As a condition for the award of this contract, the Vendor shall, by sown affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Vendor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

c.) Vendor shall require each subcontractor to affirmatively state in its contract with Vendor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri and shall not henceforth do so. Alternatively, Vendor shall require each subcontractor to provide Contractor with a sworn affidavit under penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's

response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

## **OTHER REQUIREMENTS - CONTINUED**

#### **Anti-Discrimination Against Israel Act Requirement**

A public entity shall not enter into a contract with a company to acquire to dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not ably to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

Affidavit of Compliance with Section 34.600 RSMo for Contracts over \$100,000 or for
Contractors with Ten (10) or more employees

I, \_\_\_\_\_ [Contractor Agent], being duly sworn, attest and state, under penalty of perjury, as follows:

 1. I am employed by \_\_\_\_\_\_[Contractor] and serve as the \_\_\_\_\_\_[Position with Contractor].

- 2. I hereby affirm that \_\_\_\_\_ [Contractor]:
  - a) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; or
  - b) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or
  - c) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from persons or entities doing business in the State of Israel.

Further Affiant Sayeth Not.

[Contractor Agent]

STATE OF MISSOURI	)
	) ss.
COUNTY	)

Subscribed and sworn to me, a notary public, this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

Notary Public

My commission expires: \_\_\_\_\_

## CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

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

http://www.franklinmo.org

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

Vendor/Contractor Signature

Date

Vendor/Contractor Name and Title

### AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now	(Name of B	(Name of Business Entity Authorized Representative)		
as		(Position/Title)		
first being duly sworn on my	oath, affirm	(Business Entity Name) İS		
enrolled and will continue to	participate in the E-Verify Federal	Work Authorization program with respect to		
employees hired after enroll	ment in the program who are prope	osed to work in connection with the services		
related to	(Bid/Grant/Subgrant/Contra	act/Subcontract) for the duration of the grant,		
subgrant, contractor, or subo	ontractor, if awarded in accordanc	e with subsection 2 of section 285.530, RSMo. I		
also affirm that		(Business Entity Name)		
does not and will not knowir contracted services related t		uthorized alien in connection with the		

(Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature		Printed Name		
Title		Date		
Subscribed and sworn to before me this	of _		I am	
	Day	Month, Year		
commissioned as a notary public within t	-		, State of	

Signature of Notary

Date

### AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

#### CURRENT BUSINESS ENTITY STATUS

I certify that \_\_\_\_\_\_ (Business Entity Name) <u>MEETS</u> the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name (Please Print) Authorized Business Entity Representative's Signature

**Business Entity Name** 

Date

As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

 Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <u>http://www.dhs.gov/e-verify</u>; Phone: 888-464-4218 Email: <u>e-verify@dhs.gov</u>) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's. or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

# PRICING FORM 2022-07 Equipment Rental

The offeror shall complete the following pricing table and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation. All invoices must reflect discounts applied to final order.

Rental Rate percentage d	iscount:		
Daily	_Weekly	Monthly	
Company Name			
Authorized Signature			
Mailing Address			
Phone number			
Contact Name Title			
Email Address			
Preferred method to plac	e order		

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary. Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.

### **ATTACHMENT 1**

SEALED RESPONSE LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF PACKAGE

\_\_\_\_\_

### SEALED BID RESPONSE ENCLOSED

DELIVER TO: Purchasing Department 400 East Locust St, Rm 004 Union, MO 63084

SOLICITATION # 2022-07 DATE: November 11, 2021 2PM DESCRIPTION: Equipment Rental

Vendor Name:\_\_\_\_\_

Vendor Address:\_\_\_