

 **REQUEST FOR PROPOSAL**

July 27, 2016

THIS IS NOT AN ORDER

BIDS ACCEPTED NO LATER THAN: TO: Robert Baxter

3:00 PM, Wednesday, July 27, 2016 Utah County Auditor’s Office

 100 East Center, Suite 3600

 Provo, UT 84606 (801)851-8233

Utah County is requesting bids for purchase of bottled drinking water to be delivered to the Utah County Security Center, and possibly to several other Utah County Government facilities on a regularly scheduled basis. Bottled water purchases are estimated to be between $7,000 and $10,000 per year. The County wishes to rent hot/cold dispensers with delivery of 5-gallon drinking water containers. Please provide information as requested in the attached bid sheet.

BIDS SHOULD BE MAILED OR HAND DELIVERED TO:

Robert Baxter

Utah County Purchasing Manager

100 E. Center St., Suite 3600

Provo, Utah 84606

OR

E-MAILED TO: RobertB@Utahcounty.gov

All bids are due on or before Wednesday, July 27, 2016 at 3:00 P.M.

NO LATE BIDS WILL BE ACCEPTED.

All bids will be evaluated by authorized representatives of Utah County, and the resulting agreement will be awarded according to the evaluation criteria set forth in this RFP. Utah County reserves the right to inspect the physical premises of the production facilities of the bidder prior to awarding a contract.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Robert Baxter

 Utah County Purchasing Manager

**BID SHEET**

PLEASE PROVIDE THE FOLLOWING INFORMATION:

**Cost Information**

|  |  |
| --- | --- |
| **Product Description** | **Cost** |
| Water Cost per 5 Gallons |  |
| Cold Water Dispenser Rental Monthly |  |
| Cold Water Dispenser Purchase |  |
| Hot & Cold Water Dispenser Rental Monthly |  |
| Hot & Cold Water Dispenser Purchase |  |
| Cups: 4-1/2 oz. Cone  |  |
| Cups: 7-oz. Flat  |  |
| Cups: 8-oz. Hot Cup |  |
| Cup Dispensers |  |
| DELIVERY /INSTALLATION/BOTTLE DEPOSIT/SERVICE FEES SHALL BE INCLUDED IN MONTHLY PRICING | $0 |

**Please provide the following Product Information**

Method of water purification

Source of water

Method of extraction

Process for water quality analysis and reporting conducted at the facility.

Frequency of Delivery and Lead Time Required Before Delivery

Describe your company’s service plan for all units.

**Expectations of the awarded vendo**r

1. Delivery of water dispensers shall include complete assembly of unit and removal of all packing material, which is to be included in the unit price.
2. Cracked and/or damaged bottles shall be replaced by the Vendor at no charge.
3. After the initial delivery of required 5-gallon bottles, Vendor shall deliver enough bottles to match the return empties only, unless otherwise requested.
4. No deposit on water bottles/dispensers delivered to any site will be allowed.
5. Vendor is responsible for repair, maintenance, or replacement of coolers at their cost, unless damage is due to County’s negligence

**1. BID ORGANIZATION**

1. Each respondent must submit its bid by email, fax or mail to:

 Robert Baxter

Utah County Purchasing Manager

100 East Center, Room 3600

Provo, Utah 84606

robertb@utahcounty.gov

Fax: 801-851-8232

LATE BIDS WILL NOT BE ACCEPTED EXCEPT AS SET FORTH IN UTAH COUNTY PROCUREMENT RULES AND REGULATIONS.

1. The bid must include:

1. Completed Bid Sheet

2. Completed Supplier Information Form (Attachment A).

3. A copy of the bidder’s current local business license.

4. A copy of proof of bidder’s liability insurance

5. Signed Signature Sheet

**2. QUESTIONS AND CLARIFICATIONS**

 All questions regarding this RFP should be directed to:

 Robert Baxter

 Utah County Purchasing Manager

robertb@utahcounty.gov

 801-851-8233

**3. ACCEPTANCE OF BID**

A. Utah County reserves the right to reject any or all bids or waive minor irregularities when to do so would be in the best interests of Utah County. Minor irregularities are those which will not have a significant adverse effect on overall competition or performance levels.

B. The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

**4. DISQUALIFICATION OF BID**

The occurrence of any of the following may result in disqualification of a bid:

 A. Failure to respond within the established timetable.

B. Failure to completely answer all questions presented in the RFP.

C. Failure to provide requested documentation at the time of bid submission.

D. Illegible responses.

E. If the bidder adds any provisions reserving the right to accept or reject an award or to

 enter into an agreement pursuant to an award, or any other unauthorized conditions,

 limitations or provisions.

F. If the bidder is unable to evidence a satisfactory record of integrity.

G. If the bidder is not qualified legally to contract.

**5. DISPOSITION OF BIDS**

All bids (and the information contained therein) shall become the property of Utah County. No bid shall be returned to the respondent regardless of the outcome of the selection process.

**6. EVALUATION CRITERIA**

All bids will be evaluated by authorized representatives of Utah County using the following weighted average criteria:

Cost 50%

Water Quality 25%

Customer Service (verified by references) 25%

**7. GENERAL**

A. Utah County will award a contract in reliance upon the information contained in bids submitted in response to the RFP. Utah County will be legally bound only when and if there is a signed agreement entered into between Utah County and the awarded bidder.

B. It is vitally important that any person who signs a bid or agreement on behalf of a respondent certifies that he or she has the authority to so act. The bidder who has its bid accepted may

be required to answer further questions and provide further clarification of its bid and responses.

C. Receiving this RFP or responding to it does not entitle any entity to participate in services or transactions resulting from or arising in connection with this RFP. Utah County shall have no liability to any person or entity under or in connection with this RFP, unless and until Utah County and such person have executed and entered into an agreement pursuant to the terms of this RFP.

D. By responding to this RFP each responding party acknowledges that neither Utah County nor any of its representatives is making or has made any representation or warranty, either express or implied, as to the accuracy or completeness of any portion of the information contained in this RFP. The responding party further agrees that neither Utah County nor any of its representatives shall have any liability to the responding party or any of its representatives as a result of this RFP process or the use of the information contained in this RFP. Only the

 terms and conditions contained in an agreement when, as, and if executed, and subject to such limitations and restrictions as may be specified therein, may be relied upon by the respondent in any manner as having any legal effect whatsoever.

**8. INSURANCE**

 SUPPLIER agrees to carry Commercial General Liability insurance coverage. This coverage shall provide liability insurance to cover the activities of SUPPLIER including SUPPLIER’S agents, employees and subcontractors, and for all equipment and vehicles, public or private, used in the performance of this Agreement. The successful bidder shall provide a Certificate of Insurance to Utah County evidencing that SUPPLIER has this insurance in place and shall maintain said insurance for the duration of this Agreement.

**ATTACHMENT A**

**SUPPLIER INFORMATION FORM**

In order to receive consideration, submitted bids must contain responses to all questions.

Failure to respond to all questions may result in disqualification of the bid.

COMPANY NAME & ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is this an Office:\_\_\_\_\_\_ Home: \_\_\_\_\_\_\_ Shop:\_\_\_\_\_\_\_\_ Other:\_\_\_\_\_\_\_

Telephone Number (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Number: (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_

Answering Machine: (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_ Fax Number: (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

COMPANY PRESIDENT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Company (Partnership, Corporation, Venture, etc.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If a Corporation, in what State Incorporated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Business License Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

D&B D-U-N-S Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

How long has this company been in business? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Years, and \_\_\_\_\_\_\_\_\_\_Months

Officers authorized to execute contracts: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

What would happen to your company in the event of the owner’s absence or death?

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Brief History of the Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CLIENT REFERENCES

1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are there any judgments, suits, or claims pending against your company? **Yes No**

If “yes”, attach a written explanation.

Has your company operated under any other name(s)? **Yes No**

If “yes”, attach a written explanation.

Has your firm failed to complete a contract within the last 5 years? **Yes No**

If “yes”, attach explanation.

Has your firm or any partner or officers ever been involved in any **Yes No**

bankruptcy action? If “yes”, attach explanation.

Has your firm ever been listed on the Excluded Parties List System? **Yes No**

Are any of your firm’s owners, officers, employees, or agents also **Yes No**

employees of Utah County or related to any employees of Utah County?

If “yes”, attach explanation.

**SIGNATURE SHEET**

I hereby certify that the information submitted by me/my firm in response to this RFP, including the pricing and all written and electronic information in this RFP response is true and accurate.

I understand that Utah County has the right to reject any or all Proposals or to waive minor irregularities when to do so would be in the best interests of Utah County.

Name of Firm \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_