

OZARKS TECHNICAL COMMUNITY COLLEGE

Facilities & Grounds
1001 E Chestnut Expressway
Springfield, MO 65802

Telephone: 417.447.4806
Facsimile: 417.447.4804
Email: cashl@otc.edu

Invitation to Bid

Date: 12/23/2020

Janitorial Supplies

This document constitutes a request for **Sealed** bids from qualified offerors for the purchase of Janitorial Supplies for Ozarks Technical Community College in accordance with the requirements, terms and conditions of this Invitation to Bid for three (3) years.

Date and Time Returnable: 2/26/2021 9:00 AM

Contact: Lesley Cash

Email: cashl@otc.edu

The offeror hereby agrees to furnish items and/or services pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized purchase order from Ozarks Technical Community College, or when this document is countersigned by Ozarks Technical Community College as a binding contract. The offeror further agrees that the language of this document shall govern in the event of a conflict with the offeror's bid. Payment will occur no sooner than 30 days after receipt and acceptance of items and/or services or receipt of correct invoice whichever is later.

Company Name		Date	
Mailing Address		Telephone	
City	State	Zip Code	Facsimile
Email			
Printed Name	Authorized Signature		Title

General Requirements

Ozarks Technical Community College (the “College”) requires that all bids be signed by a duly authorized representative of the bidder and received in the College’s Purchasing Department by delivering to IonWave at <https://otc.ionwave.net/Login.aspx> on or before the time and date of the bid opening specified or their **BID MAY BE REJECTED**.

The College retains the right to reject any and all bids, to award a bid on an item-by-item or all-or-nothing basis and to make the sole determination of what constitutes an acceptable equal product. The College reserves the right to select the lowest responsible bid that serves the best interest of the college. “By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions, and all other articles produced, manufactured, made or grown within the state of Missouri” RSMo. § 34.060. If bidders offer alternate products in their bid, they must include complete written specifications or their bid may be rejected. Bidders must also include copies of all applicable documents such as, but not limited to, contracts, sales agreements and licenses. The College retains the right to include these documents in the evaluation of the bid and to reject any bid where they are in conflict with the College’s specifications, terms or conditions of purchase. Bidders may submit more than one response to this bid request. The College will accept no changes, additions or deletions to a bid after the time and date of the bid opening stated below. By signing and submitting this bid, the bidder is offering to provide the specified items and services at the price quoted, under the terms and conditions set forth in their bid response. If this bid is accepted by the College, it becomes a binding contract and the successful bidder will be required to honor all prices, terms and conditions specified therein. Failure to comply with this requirement will result in forfeiture of the bid award and may also result in suspension from the College’s list of bidders in good standing.

Specifications and Pricing

Bidders may offer an alternate brand/model meeting or exceeding the specifications of the bid by:

- 1) Indicating so within the bid.
- 2) Identifying any exceptions to the bid specifications.
- 3) Provide the Brand/Model.
- 4) Provide complete written specifications as published by the manufacturer. Failure to do so may result in the disqualification of your bid from further consideration.
- 5) Samples required for can liners, rolled towels, and toilet paper.
- 6) **Service Agreement will be for three (3) years with a fixed price on products for the duration of the agreement.**

The College reserves the right to make the sole determination of what is an acceptable alternate. The College reserves the right to require a demonstration of the identical equipment offered for bid, as an alternate, prior to award to ensure compliance to the specifications given.

Pricing:

Item	Description	Qty	Unit Price	Total Price
Can Liners	Large – 40 X 46 – 1.3 Mil – 100/cs. – poly weight? Medium – 33 X 40 - 14 Mic – 250/cs. – poly weight? Small – 24 X 33 – 8 Mic – 1000/cs. – poly weight? Current case usage per year – Lg. 200, Med. 200, Sm. 60 Current price (case): Lrg-\$22.50 Med-\$17.87 Small-\$28.73 Current Poly Weight (lbs): Lrg-15.95 Med-12.49 Small-8.56 Current Brand: Gateway Color: Clear and/or black are acceptable			
Roll Towels	8” – 800’ roll towel – 6/cs. Case weight? Current case usage per year – 700 cs. Current price (case): \$15.58 Current Brand: VonDrehle Color: Natural (brown) or White are acceptable			

Toilet Paper	9" JRT - 1000' – 2 ply – 12/cs. Case weight? Current case usage per year – 600 cs. Current price (case): \$20.00 cs Current Brand: VonDrehle			
	Freight Charges: The College reserves the right to consider the cost of freight in the bid evaluation/award. Please provide the total cost of shipping charges to be applied. If freight is "NO Charge" please indicate as such.			

Shipping Instructions: 933 E. Central, Springfield, MO 65802

TERMS AND CONDITIONS OF PURCHASE

1. **CONTRACT TERMS** The performance of this Contract shall be governed solely by the terms and conditions set forth in this Contract notwithstanding any language contained in any invoice, shipping order, bill of lading or other document furnished by the Supplier at any time. The acceptance by the College of any goods furnished hereunder accompanied by any such document shall not be construed as an acceptance by the College of any terms or conditions contained in such document which are inconsistent with the terms and conditions set forth in this Contract. Any different or additional terms, other than those contained in this Contract, which are contained in any acceptance, acknowledgement, invoice or other document transmitted by Supplier to the College are hereby objected to.

2. **TRANSPORTATION CHARGES** The College will not accept "Collect" shipments. Unless agreed to otherwise all delivery terms shall be F.O.B. Destination with Supplier bearing all freight charges and risk of rejection. When terms agreed to by the College are F.O.B. Origin, Supplier shall prepay and fully insure all items for replacement cost and include changes on invoice with bill of lading attached.

3. **TIME OF DELIVERY** Time is of the essence of this Contract. If deliveries are not made at the time agreed upon in this Contract, the College reserves the right to cancel and to purchase elsewhere and hold Supplier accountable for any additional cost or expense incurred by the College.

4. **INSPECTION AND ACCEPTANCE** No material or service received by the College pursuant to this Contract shall be deemed accepted until the College has had reasonable opportunity to inspect same. Material or service which is defective or does not conform to any Warranty of the Supplier herein upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Supplier's expense, for full credit or replacement. No goods returned as defective shall be replaced without Buyer's written authorization. Such return shall in no way affect College's discount privileges. Such right to return offered to the College arising from the College's receipt of defective goods

shall not exclude any other legal, equitable or contractual remedies the College may have therefore.

5. **COMPLIANCE WITH SPECIFICATIONS** No payment will be rendered for materials or services delivered that fail to meet specifications as offered in bid.

6. **PACKAGING** the College will not be liable for any charges for drayage, packing, boxing, crating, or storage in excess of the purchase price of this order unless stated otherwise herein.

7. **SUPPLIERS WARRANTIES** Supplier expressly warrants that all articles, material, and work, covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the College and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Seller warrants that College shall have good and marketable title to all articles, materials and work supplied, free and clear of all liens and encumbrances. Such warranty shall survive delivery and shall not be deemed waived either by reason of the College's acceptance of said materials or goods, or by payment for them.

8. **QUANTITIES** The College assumes no obligation for materials or services delivered in excess of the quantities ordered hereunder.

9. **INVOICES** Delivery of all materials and services must be completed by the date specified. Unless otherwise stated, partial deliveries will be accepted, provided the College is invoiced only for the portion shipped. Failure to comply will delay payment as the College pays all invoices only in full. Delay in receiving invoices, also errors and omissions on statements or invoices will be considered just cause for withholding settlement without losing discount privileges.

10. **INTELLECTUAL PROPERTY** Supplier guarantees that the articles described herein and the sale or use thereof will not infringe upon a U.S. or foreign patent, trademark or other form of intellectual property and covenants that he will, at his own expense, defend every claim or suit which may be brought against the College, or those using the College's product (provided Supplier is promptly notified of claim or suit and papers therein are delivered to Supplier) for any alleged infringement of any patent, copyright, trademark or other form of intellectual property by reason of sale or use of such articles and Supplier agrees that he will pay all costs, damages and profits recoverable in such claim or suit.

11. **FORCE MAJEURE** Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

12. **BANKRUPTCY OR INSOLVENCY** In the event of proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Supplier, the College may cancel this Contract or affirm the Contract and hold Supplier responsible in damages.

13. **ASSIGNMENT OR SUBCONTRACT** This Contract, or any rights, obligations, or duties may not be assigned by Supplier without College's written consent and any attempted

assignment without such consent shall be void. No person, firm, or party may be awarded a subcontract under this Contract without the express written approval of the College.

14. **TERMINATION OF CONTRACT** The College reserves the right to terminate the Contract at any time if any of the provisions of this Contract, including Supplier's Warranties, are violated by the Supplier or by any of his sub-suppliers, in the sole judgment and discretion of the College. In the event of such termination the Supplier shall be liable for any excess costs incurred by the College.

15. **LAW GOVERNING THIS CONTRACT** This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles. The offeror is hereby advised that, upon completion of the evaluation process, all proposals and associated documentation will be made public pursuant to the "**Open Records**" law of the State of Missouri (RSMo 610.021). **Please do not include statements of confidentiality or proprietary information in your bid. All bids are required to become a matter of public record according to state law.** Allowable exclusions under state law are "software codes for electronic data processing and documentation thereof" and "records relating to scientific and technological innovations in which the College has a proprietary interest."

16. **COMPLIANCE WITH APPLICABLE LAWS** The Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in the manufacture or sale of the items or services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

17. **NON-DISCRIMINATION IN EMPLOYMENT** In connection with the furnishing of supplies or performance of work under this Contract, the Supplier agrees to comply with the Fair Labor Standard Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

18. **NOTICE AND SERVICE THEREOF** Any notice to Supplier from the College relative to any part of this Contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified, or regular mail, to the Supplier at his last given address, or delivered in person to Supplier or his authorized representative.

19. **INSURANCE (a) Insurance Requirements** The Supplier shall secure at his/her own expense, with insurance carriers acceptable to the College, before commencement of work, a certificate evidencing comprehensive general liability insurance from a company having a policyholder rating of "A" or better and a financial rating of "AA" or better in the latest edition of Best's Insurance Reports. Said insurance shall provide maximum limit of liability for injuries and death existing under applicable Workmen's Compensation statutes, ordinances or regulations. Furthermore, said insurance shall provide comprehensive general liability insurance with minimum bodily injury limits of \$2,000,000.00 aggregate and property damage limit of \$300,000.00 each occurrence and in the aggregate, specifically naming the College as an insured and protecting the College and holding it harmless from any and all liability of whatever kind or character occasioned on account of the negligent acts or omissions of the Supplier or its agents, Subsuppliers or employees. In addition, the Supplier shall have in force at all times insurance covering the full value of the goods of the College in the possession of the Supplier. The

Supplier shall provide comprehensive automobile liability policies with property damage limits of \$2,000,000.00 and minimum bodily injury limits of \$2,000,000.00 each person and \$2,000,000.00 each occurrence. (b) Rental/Lease Agreements The Supplier will maintain comprehensive general public liability and property damage insurance with respect to its use, operation, possession, and maintenance of equipment. Loss or damage from any cause, whatsoever, to the equipment or devices supplied by the Supplier shall be the responsibility of the Supplier. This is construed to mean loss or damage while enroute as well as while equipment is located on the College premises.

20. INDEMNIFICATION The Supplier shall indemnify, protect, defend and hold harmless the College and its directors, officers, employees and agents from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments and expenses, including, without limitation, attorneys' fees and court costs, arising from or connected with any damages for personal injury or to property damage to the extent that the damages are caused by any act or omission of the Supplier or its agents, subsuppliers or employees.

21. CHANGES The Custodial Supervisor may at any time, by written order, make changes or additions, within general scope of the Contract or to drawings, designs, specifications, instructions for work, method of shipment or packing or place or delivery. If any such change causes an increase or decrease in the cost of or in the time required for performance of this Contract, the Supplier shall notify the Custodial Supervisor in writing immediately and an appropriate equitable adjustment will be made in the price or time of performance, or both, by written modification of this Contract. Any claim by the Supplier for adjustment must be asserted within 30 days of receipt of written order. Nothing herein contained shall excuse the Supplier from proceeding with the contract as changed.

22. COMPLETE AGREEMENT The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto including changes under paragraph 20 above, must be in writing and signed by the Custodial Supervisor. No other individual is authorized to modify the Contract in any manner.