Request For Bid (RFB)

Boone County Purchasing

601 E. Walnut, 2nd Floor Columbia, MO 65201

Marlene Ridgway, Buyer

573/886-4392 - FAX 573/886-4390 Email: mridgway@boonecountymo.org

Bid Data

Bid Number: 23-26MAR02

Commodity Title: Pre-Numbered and Labeled File Folders

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY –MARCH 26, 2002

Time: 1:25 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: Boone County Purchasing Department

Boone County Johnson Building

601 E. Walnut, 2nd Floor Columbia, MO 65201

Directions: The Johnson Building is located on the Northeast corner at 6th St.

and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: TUESDAY – MARCH 29, 2002

Time: 1:30 P.M.

Location / Address: Boone County Johnson Building Conference Room

601 E. Walnut, 2nd Floor Columbia, MO 65201

Bid Contents

1.0: Introduction and General Terms and Conditions of Bidding

2.0: Primary Specifications

3.0: Response Presentation and Review

4.0: Response Form

Standard Terms and Conditions

County of Boone Purchasing Department

- 1. Introduction and General Conditions of Bidding
- 1.1. **INVITATION -** The County of Boone, through its Purchasing Department, invites responses which offer to provide the goods and/or services identified on the title page and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County -** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing The Purchasing Department, including its Purchasing Director and staff.
 - Department/s or Office/s The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
 - Designee The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - Bidder Any business entity submitting a response to this Bid. Suppliers which may be invited to respond or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid -** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Quote" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION -** Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility -** The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment -** If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION -** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence -** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD -** Any Term and Supply Contract resulting from this Bid will have an initial term of one (1) year, but may be automatically renewed for an additional two (2) years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS -** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2. Primary Specifications
- 2.1. **ITEMS TO BE PROVIDED Pre-Numbered and Labeled File Folders Term and Supply**Smead 2BET2-150LBE-1&3 or equivalent. Smead 2BET2-150LGN-1&3 or equivalent. Smead 2BET2-150L1&3 or equivalent. File Folders shall have two (2) 2" capacity prong fasteners and be pre-labeled as described in Section 2.2.
- 2.1.1 **Equivalent -** Any manufacturer's name, trade name, brand name or catalog numbers are used in the specifications for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. If a vendor is bidding an equivalent, a sample of the folder with label affixed must be provided with their bid submission.
- 2.1.2. **Contract Duration** The contract shall be effective from the date of issuance through February 1, 2003. This contract is subject to annual renewal for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.1.3. **Contract Extension** The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.1.4. Contract Documents The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.1.5. **Quantity** The following is the quantity to be ordered for the year 2002. Bidder will be required to provide in their response a price per 100 folders to allow for quantity adjustments in the renewal periods.
- 2.1.5.1. **Qty -** 5000 of Smead 2BET2-150LBE-1&3 (1000 of the 5000 files need to be for FY 2003 files)
- 2.1.5.2 **Qty** 3000 of Smead 2BET2-150LGN-1&3 (1000 of the 3000 files need to be for FY 2003 files)
- 2.1.5.3 **Qty -** 5500 of Smead 2BET2-150L-1&3 **(1000 of the 5500 files need to be for FY 2003 files)**
 - 2.2. TECHNICAL SPECIFICATIONS
- 2.2.1. **Material:** Eleven-point manila & colored folders with fasteners.
- 2.2.2. **Size:** Letter size with full end cut and undercut.
- 2.2.3. **Label Type and Placement:** Each folder shall have a preprinted, pre-attached color coded label in the following position with the first label indicating the year (02 or 03), and followed by 4-straight numeric and the 5th label double digit. Label shall be attached with permanent non-releasable adhesive. Label shall be scratch resistant and color shall be guaranteed no fade for a minimum of three (3) years.
- 2.2.4. **Label Color:** Pre-attached color labels shall be in the following color and position, or comparable to Smead labels:
- 2.2.5 **First Position (02)**-ETYJ-02-68302 Red with Black Numerals or **(03)**-ETYJ-03-68303 Purple with Black Numerals (first label indicating year)
- 2.2.6. Next 4 color coded labels indicating the following colors in consecutive order -

	Number on File	Smead Order Number	Number on File	Smead Order Number
2.2.6.1	1	DCCRN-1LBE-(67341)	6	DCCRN-6GN- (67346)
2.2.6.2.	2	DCCRN-2PK- (67342)	7	DCCRN-7GY- (67347)
2.2.6.3.	3	DCCRN-3PE- (67343)	8	DCCRN-8R- (67348)
2.2.6.4.	4	DCCRN-4OR- (67344)	9	DCCRN-9BK- (67349)
2.2.6.5.	5	DCCRN-5BN- (67345)	0	DCCRN0Y- (67340)

2.2.7. The last label at the bottom of double end tab shall be in the following colors and consecutive number order or comparable to Smead label:

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2.2.7.1.	DDCC-00,01,02,09-YELLOW	DDCC-50,51,5259-BROWN
2.2.7.2.	DDCC-10,11,1219-LIGHT BLUE	DDCC-60,61,6269-GREEN
2.2.7.3.	DDCC-20,21,2229-PINK	DDCC-70,71,7279-GRAY
2.2.7.4.	DDCC-30,31,3239-PURPLE	DDCC-80,81,8289-RED
2.2.7.5.	DDCC-40.41.4249-ORANGE	DDCC-90.91.9299-BLACK

- 2. Primary Specifications (Continued)
- 2.2.8. Number Sequence:
- 2.2.8.1. <u>Smead 2BET2-150LBE-1&3 (4000) FY2002</u> files starting with 165700 and ending with 169700 & (1000) FY2003 files starting with 164001 and ending with 165001.
- 2.2.8.2. Smead 2BET2-150LGN-1&3 (2000) FY 2002 files starting with 164745 and ending with 166745 & (1000) FY 2003 files starting with 164001 and ending with 165001.
- 2.2.8.3. <u>Smead 2BET2-150L-1&3</u> **(4500) FY2002** files starting with **165800** and ending with **170300** & **(1000) FY 2003** files starting with 164001 and ending with 165001.
- 2.2.9. An example of the folders will be available upon request.
- 2.2.10. When we renew, the County will specify the starting number for each file type.
- 2.2.11. Bidders MUST submit an example of the file folder with the paper fastener and labels with their bid response. Sample file folder must be marked with your company name for easy identification.
 - 2.3. **BILLING AND PAYMENT** Payments will be made within 30 days of receipt of a correct invoice and correct material. Invoices shall be submitted to the Boone County Circuit Clerk's Office, Boone County, 705 E. Walnut, Columbia, MO 65201.
 - 2.4. **DESIGNEE -** Boone County Circuit Clerk's Office.
- 2.4.1. **Contact** Marlene Ridgway, Buyer, 601 E. Walnut, 2nd Floor, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4490 or Email: mridgway@boonecountymo.org
 - 2.5. **DELIVERY -** Boone County Circuit Clerk's Office, Boone County Courthouse, 705 E. Walnut, Columbia, MO 65201.
- 2.5.1. **Delivery Terms -** FOB Destination inside delivery.

- 3. Response Presentation and Review
- 3.1. **RESPONSE CONTENT -** In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES -** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package -** Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. Advice of Award If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder. Bid results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING -** On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 3.3.1. **Removal from Vendor Database -** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. Rejection or Correction of Responses The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. EVALUATION PROCESS The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation –** The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4.1. Company Name: 4.2. Address: 4.3. City/Zip: 4.4. Phone Number: 4.5. Fax Number: 4.6.1. () Corporation	County o	f Boone			Purchasing Department			
4.2. Address: 4.3. City/Zip: 4.4. Phone Number: 4.5. Fax Number: 4.6.1. () Corporation	4.	Response Form						
4.4. Phone Number: 4.5. Fax Number: 4.6.1. () Corporation	4.1.	Company Name:						
4.4. Phone Number: 4.5. Fax Number: 4.16. Federal Tax ID: 4.6.1. () Corporation	4.2.	Address:						
4.4. Phone Number: 4.5. Fax Number: 4.16. Federal Tax ID: 4.6.1. () Corporation	4.3.							
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4.6.1. () Corporation () Partnership - Name () Individual/Proprietorship - Individual Name () Other (Specify) 4.7. Pricing Information Qty Price per 100 folders Extended price 4.7.1. SMEAD 2BET2-150LBE-1 & 3 (Blue) 5000 \$	4.5.							
4.6.1. () Corporation () Partnership - Name () Individual/Proprietorship - Individual Name () Other (Specify)	4.16.	Federal Tax ID:						
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4.7.2. SMEAD 2BET2-150LGN-1 & 3 (Green) 3000 \$ \$	4.7.	Pricing Information	Qty	Price per 100 folders	Extended price			
4.7.2. SMEAD 2BET2-150LGN-1 & 3 (Green) 3000 \$ \$	4.7.1.	SMEAD 2BET2-150LBE-1 & 3 (Blue)	5000	\$	\$			
4.7.3. SMEAD 2BET2-150L-1& 3 (Manila) 5500 \$ \$	4.7.2.	,	3000					
4.7.4. TOTAL 4.7.5. FOLDER MANUFACTURER AND PRODUCT NUMBER I certify that I have provided three copies of the bid response and all required samples. 4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which I been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missou Domestic Products Procurement Act") of the Revised Statutes of Missouri. 4.8.1. Authorized Representative (Sign By Hand):	4.7.3.	,	5500					
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Standard Terms and Conditions

Boone County Purchasing 601 E. Walnut, 2nd Floor Columbia, MO 65201

Marlene Ridgway, Buyer 573/886-4392 - FAX 573/886-4390

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
- 2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
- 4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
- 7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
- 9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
- Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
- 11. No bid transmitted by fax machine will be accepted.
- 12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.