



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: 37-08MAY02
Commodity Title: Lease of Track Hoe

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Information and Deadline

Day / Date: WEDNESDAY –MAY 8, 2002
Time: 3:00 P.M. (Bids received after this time will be rejected)
Location / Mail Address: **Boone County Purchasing Department**
Boone County Johnson Building
601 E. Walnut, 2nd Floor
Columbia, MO 65201
FAX : 573-886-4390

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

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** - Leasing of Track Hoe - Term and Supply
- 2.2. **MINIMUM EQUIPMENT REQUIREMENTS**
- 2.2.1. As a minimum, each equipment type shall be equipped with all manufacturers' standard items and attachments as specified herein. Equipment must be fully functional and in a safe operating condition.
- 2.3. **ADDITIONAL TECHNICAL REQUIREMENTS PER TYPE**
- 2.3.5. **Track Excavator**, Acceptable Models – Kobelco SK 220, Komatsu PC200LC-6, John Deere 230 LC, or pre-approved equal.
- 2.3.5.1 Equipment shall include a cab with ROPS, a minimum of 128hp, 43,000 lbs. of operating weight, 18'7" boom length, 9'7" arm length, a bucket capacity of .95 cubic yd., 14'7" track length, 7'10" track gauge, 31.5" shoe width, and a maximum travel speed of 3.4 mph.
- 2.4. **EQUIPMENT MAINTENANCE AND REPAIR** – Contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
- 2.4.1. The County shall be responsible for normal routine service and maintenance in accordance with manufacturer's recommendations while using the equipment.
- 2.4.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
- 2.4.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the Vendor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
- 2.4.4. **Replacement of Equipment** – Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
- 2.5. **PRE-APPROVED EQUAL** - 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.
- 2.5.1. Any vendor interested in submitting a response for a pre-approved equal must submit their request in writing no later than 4:00 p.m. May 7, 2002. This request can be faxed to the Boone County Purchasing Department at (573) 886-4390 or email at mridgway@boonecountymo.org. This request must indicate that the proposed equal meets or exceeds all of the functional requirements described in the section(s) you are interested in bidding. The County is not responsible for insuring receipt of all transmissions. Vendors are encouraged to contact the Purchasing Department to insure that all requests have been received by the stated deadline.
- 2.6. **CONTRACT CONDITIONS**
- 2.6.1. **Contract Duration** – The contract shall be effective from the date of issuance and continue for one (1) Year. This contract is subject to annual renewal for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.6.2. **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.
- 2.6.3. **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.
- 2.7. **ROAD CONSTRUCTION SEASON** – *The Road Construction Season is generally described as April 26 through September 30 of each year.*
- 2.8. **LEASE DURATION PER SEASON** – *Typical lease for equipment, is two to four months. The county reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.*
- 2.9. **NON-EXCLUSIVITY** – The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods

and/or services from other entities or sources.

- 2.10. **BILLING AND PAYMENT** – This is a Month to Month lease. Send monthly invoices to Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201. Invoices will be paid within 30 days of receiving a correct invoice. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed.
- 2.10.1 **Prorate** – The daily-prorated amount shall be figured on a calendar month, for the month being billed.
- 2.10.2 To figure the daily-prorated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Take the lease charge per day times the number of days the equipment is used.
- 2.11. **DELIVERY**
- 2.11.1. **Delivery Terms** – The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.11.2. **Delivery Address** - Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201.
- 2.11.3. **Delivery Date** – Anticipated delivery date for the first contract period is May 13, 2002. Delivery date for subsequent contract renewal periods to be established and communicated by Public Works. Delivery will be considered in the evaluation.
- 2.12. **DESIGNEE** – Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri 65201
- 2.12.1. **Bid Content Contact** – Marlene Ridgway – 601 E. Walnut, 2nd Floor, Columbia, MO 65201
Buyer (573) 886-4392, Fax Number (573) 886-4390, email mridgway@boonecountymmo.org

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. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the 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, 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. **Response Form**

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.16. Federal Tax ID: _____

- 4.6.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.7 **PRICING**

4.7.1. **Track hoe**

Make: _____
 Model: _____
 Year: _____
 Current Hour Meter Reading: _____

Monthly Lease Cost

 \$ _____

Delivery Date ARO Number of Days

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 Invitation for Quote (Bid) which have been read and understood, and all of which are made part of this order.

4.8.1. Authorized Representative (Sign By Hand):

 4.8.2. Type or Print Signed Name:

4.8.3. Today's Date: _____

4.9. Maximum Percentage Increase for _____% 2nd Year; _____% 3rd Year

4.10. Will you honor the submitted prices for purchase by other entities in Boone County who Participate in cooperative purchasing with Boone County, Missouri? _____Yes _____No

Please fax this response page to 573-886-4390 by 3:00 p.m. on Wednesday, May 8, 2002.



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.
8. 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.
10. 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.