



Request For Bid (RFB)

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

Marlene Ridgway, Buyer
573/886-4392 - FAX 573/886-4402
Email: mridgway@boonecountymo.org

Bid Data

Bid Number: 11-09MAR04
Commodity Title: Tires – Passenger Vehicles and Light Duty Trucks

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY –MARCH 09, 2004
Time: 10:25 A.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 09, 2004
Time: 10:30 A.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**

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 Boone County. 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. A "Request for Bid" is used when the need is well defined. A "Request 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 or e-mail, 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 from date of award through one year with an additional two (2) one-year renewals 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** - A Term and Supply Contract for Tires and Tire Related Services for passenger vehicles and light duty trucks.
 - 2.1.1. **Scope of Work** – Contractor will provide all services, supervision, labor, equipment, products and materials necessary to provide County with tires and tire related services for cars and light duty trucks.
 - 2.1.2. **Quantity** - All orders will be made on an “as needed basis.”
 - 2.2. **CONTRACT DURATION** - The contract shall be effective from the date of issuance through March 31, 2005. This contract is subject to renewal annual for two (2) additional one (1) year periods following expiration of the first contract period.
 - 2.2.1. **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 termination if it is deemed to be in the best interest of Boone County.
 - 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 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.
 - 2.3. **MINIMUM REQUIREMENTS** - ALL TIRES SHALL BE GRADE NO. 1 OR BETTER AT CONTRACTED PRICE . NO BLEMISHED OR SECONDS WILL BE ACCEPTED.
 - 2.3.1. Contractor to stock, provide and/or deliver tires as outlined by the County.
 - 2.3.2. Contractor to bid a flat rate for service. Including, but not limited to mounting, flat repair, rotation, computer balancing, tire transfer to another County vehicle, disposal, replacement of warranty tires.
 - 2.3.3. Alternate Bid: Vendor also to provide itemized pricing as directed in section four.
 - 2.3.4. Contractor to provide 24-hour roadside service on an “as needed basis”. Contractor shall provide with bid submission name and telephone number of point of contact for 24-hour roadside service.
 - 2.3.5. No portions of the work will be assigned to a subcontractor without the prior knowledge and written consent of the County.
 - 2.3.6. Contractor is responsible for repair and/or replacement of any damage done in the process of alignment of the vehicle and/or removing and replacing a tire to the wheel or vehicle; includes studs, nuts, etc. Contractor will be required to correct any problem(s) associated with an alignment, as long as they are notified within five days from the date the alignment was completed by said contractor.
 - 2.3.7. Contractor will be required to commence work on County Vehicles within thirty (30) minutes of their arrival and to continuously pursue the necessary work until completed.
 - 2.3.8. **Any other fees for installation that are not covered in the bid form , shall be have prior approval from the Fleet Operations Superintendent Greg Edington or his designated county representative at (573) 449-8515 ext. 226**
 - 2.3.9. If a roadside service call is requested, Contractor shall be required to arrive within thirty minutes of call for flat repair within the city limits and one hour for flat repair outside the city limits. Contractor shall obtain county vehicle number and mileage, and have the driver sign the work order legibly. Any tire that the contractor determines to be unsafe and/or needs replacing shall be cleared for replacement by the Fleet Operations Superintendent, Greg Edington or his designated county representative at (573) 449-8515 ext. 226.
 - 2.3.10. **Additions/Deletions of Service**- The County reserves the right to add/or delete products and/or services provided under this contract. If a requirement is deleted, payment of to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or produces are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.
 - 2.4. **Discontinued Tires** – If in the event a tire has been discontinued, the contractor will be required to substitute a tire of same size that is equal to or greater in quality and durability at no additional expense and with the approval of the Fleet Operations Superintendent, Greg Edington or his designated county representative at (573) 449-8515 ext. 226.
 - 2.5. **Contractor qualifications**
 - 2.5.1. Contractor to be a fully authorized and licensed distributor for the manufacturer’s tires offered.
 - 2.5.2. Contractor is to operate a fully equipped and outfitted stocking warehouse capable of providing all tires and related services with in 20 miles of the Boone County Public Works Department.
 - 2.5.3. Contractor is to own, operate and maintain a fleet of roadside service vehicles for delivery, service, flat repair and mounting of all sized tires.

2. Primary Specifications (cont.)**2.6. BOONE COUNTY INSURANCE REQUIREMENTS**

- 2.6.1. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.6.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.
Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.6.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage.
- 2.6.4. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
Warranty – Manufacturer's standard warranty will apply.
- 2.7. **Designee** – Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201
- 2.8. **Bid Content Contact** – Marlene Ridgway – 601 E. Walnut, 2nd Floor, Columbia, MO 65201 Buyer (573) 886-4392, Fax Number (573) 886-4390, email midgway@boonecountymmo.org
- 2.9. **DELIVERY** - Boone County Public Works, 5551 Highway 63 South, Columbia, Missouri, 65201.
- 2.10. **Delivery Terms** – FOB Destination

- 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 here. Failure to adhere to all requirements may result in 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 "NA"
- 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 bid 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.
- 3.2.3 The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing Department*.
- 3.2.4 If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office or web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 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.
- 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 our use.
- 3.5.3 **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4 **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone 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.
- 3.5.5 Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

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. **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. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.**

4.7.1 Authorized Representative (Sign By Hand):

_____ Date: _____
 Print Name and Title of Authorized Representative

4.7.2 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

County of Boone

4. Response Form

4.7. PRICING

Category 1 – Passenger Vehicle Tires					
Item No.	Size	Type & Brand	Stock No	Price (Including all services in 2.3.1.)	Tire (Only)
1	P185/65-R14	_____	_____	\$ _____	\$ _____
2	P185/75-R14	_____	_____	\$ _____	\$ _____
3	P195/70-R14	_____	_____	\$ _____	\$ _____
4	P205/65-R15	_____	_____	\$ _____	\$ _____
5	P205/75-R14	_____	_____	\$ _____	\$ _____
6	P215/70-R15	_____	_____	\$ _____	\$ _____
7	P215/75-R15	_____	_____	\$ _____	\$ _____
8	P225/60-R16	_____	_____	\$ _____	\$ _____
9	P225/70-R15	_____	_____	\$ _____	\$ _____
10	P235/70-R16	_____	_____	\$ _____	\$ _____
11	P245/75-R16	_____	_____	\$ _____	\$ _____
12	215/75/R15	_____	_____	\$ _____	\$ _____

4.7. Response Form (cont.)

Category 2 – Pickup Truck Tires - 8 Ply only – M/S Type

Item No.	Size	Type & Brand	Stock No	Price (Including all services in 2.3.1.)	Tire (Only)
1	LT225/75-R16	_____	_____	\$ _____	\$ _____
2	LT235/75-R15	_____	_____	\$ _____	\$ _____
3	LT235/85-R16	_____	_____	\$ _____	\$ _____
4	LT245/75-R16	_____	_____	\$ _____	\$ _____
5	LT255/70-R16	_____	_____	\$ _____	\$ _____

Category 3 – Pursuit Tires – For use on Law Enforcement Vehicles

Brand: Goodyear Eagle – No Substitutes.

Item No.	Size	Type & Brand	Stock No	Price (Including all services in 2.3.1.)	Tire (Only)
1	P205/70-R15	_____	_____	\$ _____	\$ _____
2	P225/60-R16	_____	_____	\$ _____	\$ _____
3	P225/70-R16	_____	_____	\$ _____	\$ _____
4	P235/70-R15	_____	_____	\$ _____	\$ _____

Item No. Category 4 – Tire Related Services

Price

1	Tire Repair – In Shop (each)	\$ _____
2	Alignment – Front End (each)	\$ _____
3	Alignment - Front and Rear (each)	\$ _____
4	Balancing of Tire (each)	\$ _____
5	Mount Tires	\$ _____
6	Service Call in County per hour	\$ _____
7	Service Call in County per mile	\$ _____
8	Flat Shop Rate per hour	\$ _____
9	Road Hazard Coverage per tire	\$ _____
10	Dismount Tires	\$ _____

4.7. Response Form (cont.)

11 Disposal Fee \$ _____

12 List any other Fees or Charges not covered by aforementioned services in Category 4 \$ _____

TOTAL \$ _____

4.8. Maximum Percentage Increase for Renewal Periods _____% 2nd Year, _____% 3rd Year

4.8.1 Minimum discount off retail for all product lines introduced after inception of the contract, and all existing lines not specified herein: _____%

4.10. Please list below or attach information on any additional services and warranties offered by your company.



Standard Terms and Conditions

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.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.



“No Bid” Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Marlene Ridgway, Buyer
(573) 886-4392– Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 11-09March04 – Tires- Passenger Vehicles and Light Duty Trucks

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____