### **Boone County Purchasing** 613 E. Ash, Room 109 Columbia, MO 65201



Tyson Boldan, Buyer

Phone: (573) 886-4392 - Fax: (573) 886-4390

Email: tboldan@boonecountymo.org

Bid Data

Bid Number: 24-25APR12

Commodity Title: Tires - Passenger Vehicles, Patrol Vehicles and Light Duty Trucks

#### DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date:

Wednesday. April 25, 2012

1:30 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address:

**Boone County Purchasing Department** 

Boone County Johnson Building

613 E. Ash, Room 109 Columbia, MO 65201

Directions:

The Boone County Annex is located on the Southeast corner at 7<sup>th</sup> St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: Wednesday. April 25, 2012

Time:

1:30 P.M. (Bids received after this time will be returned unopened)

Location / Address:

Boone County Johnson Building Conference

613 E. Ash, Room 109 Columbia, MO 65201

#### **Bid Contents**

- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form

Work Authorization Certification

Certification of Individual Bidder

Individual Bidder Affidavit

**Debarment Form** 

Standard Terms and Conditions

No Bid Response Form

- 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. 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 goods and/or services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
  - 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.
- 1.5.2. **CONTRACT PERIOD** Any Term and Supply Contract resulting from this Bid will have an initial term from July 1, 2012 through June 30, 2013, and may be automatically renewed for an additional three (3) years unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.5.3. **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 termination if it is deemed to be in the best interest of Boone County.

- 1.5.4. 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.
- 1.6. **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** For the provision of a Term and Supply Contract for tires and tire related services for passenger vehicles, patrol vehicles, and light duty trucks.
- 2.1.1. Scope of Work Contractor shall 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. **MINIMUM REQUIREMENTS** ALL TIRES SHALL BE GRADE NUMBER ONE (1) OR BETTER AT CONTRACTED PRICE. NO BLEMISHED OR SECONDS WILL BE ACCEPTED.
- 2.2.1. Contractor shall stock, provide and/or deliver tires as outlined by the County.
- 2.2.2. Contractor shall bid a flat rate for service including, but not limited to, mounting, flat repair, rotation, computer balancing, tire transfer to another County vehicle, disposal, and replacement of warranty tires.
- 2.2.3 Alternate Bid: Bidder should also provide itemized pricing as directed in section four.
- 2.2.4. Contractor shall 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.
- 2.2.5. No portions of the work will be assigned to a subcontractor without the prior knowledge and written consent of the County.
- 2.2.6. 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.
- 2.2.7 Contractor will be required to commence work on County Vehicles within <u>thirty (30) minutes</u> of their arrival and to continuously pursue the necessary work until completed.
- 2.2.8 Any other fees for installation that are not covered in the bid form, shall have prior approval from the Fleet Operations Manager, Greg Edington or his designated county representative at (573) 449-8515 ext. 226.
- 2.2.9. 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 Manager, Greg Edington or his designated county representative at (573) 449-8515 ext. 226.
- 2.2.10. 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 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.
- 2.2.11. Category A Tires (Passenger Vehicle) Shall meet the UTQGS standards: minimum 440 tread wear rating, "A" Temperature, and "B" Traction. Vendors shall provide product sheets for all tires proposed.
- 2.2.12. Category B Tires (Pickup Truck/SUV/Van) Shall meet the load ratings as indicated on the response sheet. Vendors to supply pricing for standard and aggressive tread tires on the response sheet. Vendors shall provide product sheets for all tires proposed.
- 2.2.13. Category C Tires (Pursuit Tires) Shall meet the UTQGS standards: minimum 300 tread wear rating, "A" Temperature, and "A" Traction. Tires shall have "V" speed rating at a minimum.
  - 2.3. Discontinued Tires 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 subject to the approval of the Fleet Operations Manager, Greg Edington or a designated County representative.
- 2.3.1. Tires purchased outside of contract in the event that a tire that is not included in this bid is requested by County personnel or recommended by Contractor, the contractor shall notify the Fleet Operations Manager, Greg Edington and fax a quote for tire to (573) 875-1602. The Fleet Operations Manager or appointee will obtain authorization to purchase from the appropriate County administrative authority and notify the contractor whether to proceed with the sale/installation.
  - 2.4. Contractor qualifications
- 2.4.1. Contractor shall be a fully authorized and licensed distributor for the manufacturer's tires offered.

- 2.4.2. The Contractor shall provide related services as needed (e.g. mounting, rotation, flat repair, computer balancing, alignment, etc.) at the prices indicated on the Response Form.
- 2.4.3. Contractor shall own, operate and maintain a fleet of roadside service vehicles for delivery, service, flat repair and mounting of all sized tires.
- 2.4.4. The Contractor shall include with their bid submittal a listing of all sales/service Centers, addresses, phone numbers, and contact information for each site that will be providing tires and service to the County. Other information provided to include standard business hours.
  - 2.5. **BOONE COUNTY INSURNACE REQUIREMENTS** These requirements will pertain to the successful Contractor and are provided for informational purpose.
- 2.5.1. **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, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. 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. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.5.2 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 \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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.
- 2.5.3 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 and any subcontractor performing work covered by this contract, 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 for any subcontractor 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. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.5.4 The Contractor has the option to provide Owner's Contingent or Protective Liability and Property Damage instead of the Comprehensive General Liability Insurance- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.5.5. **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..
- 2.5.6. **Proof of Carriage of Insurance** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

- 2.5.7. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence
  - 2.6. 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 Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, MO 65201 Phone: (573) 886-4392, Fax: (573) 886-4390, email tboldan@boonecountymo.org
  - 2.9. **Delivery Terms FOB Destination:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.10. Billing and Payment: Invoices /Monthly Statement shall be submitted to each individual County office that orders from the contract. Monthly Statement must be submitted to the respective Department for payment which will be made 30 days after receipt of a correct and valid statement.

#### 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 "N/A."
- 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. 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*.
- 3.2.3. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check our 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.

Bid #24-25APR12

**Page** 

April 5, 2012

# Revised Response Form 4.15 PRICING

1.15	Category 1 – Passenger Vehicle Tires				
	Size	Type & Brand	Stock No	Price (Including all services in 2.2.2.)	Tire (Only)
1	P195/60 R15			\$	\$
2	P195/70 R14			\$	\$
3	P205/65 R15			\$	\$
4	P205/70 R15			\$	\$
5	P215/60 R16			\$	\$
6	P215/70 R14			\$	\$
7	P215/70 R15			\$	\$
8	P225/60 R16			\$	\$
9	P225/70 R14			\$	\$
10	P225/70 R15			\$	\$
11	P235/55 R17			\$	\$
12	P235/60 R16			\$	\$
13	P235/70 R16			\$	\$
14	P235/75 R15			\$	\$
15	P245/65 R17			\$	\$

## Revised Response Form, continued

## 4.15 **PRICING**

## Category 2 - Pickup Truck / SUV / Van Tires

	Tire Size	Load Rating	Type/Brand	Stock Number	Pricing w/all Services in 2,2,2.	Tire (Only)
					\$	\$
1.	LT 235/70 R16	С			\$	\$
2.	LT 235/75 R15	С			\$	\$
3.	LT 235/75 R16	С			\$	\$
4.	LT 235/75 R16	D			\$	\$
5.	LT 235/75 R16	Е			\$	\$
6.	LT 235/85 R16	Е			\$	\$
7.:	LT 245/65 R17	С			\$	\$
8.	LT 245/75 R16	С			\$	\$
9.	LT 245/75 R16	D			\$	\$
10.	LT 245/75 R16	E			\$	\$
11.	LT 265/70 R17	C			\$	\$
12.	LT 265/70 R17	D			\$	\$
13.	LT 265/70 R17	E			\$	\$
14.	LT 265/75 R16	C			\$	\$
15.	LT 265/75 R16	D			\$	\$
16.	LT 265/75 R16	Е			\$	\$
10.	DI DODITO ICIO					
10.	El 200775 RIO				\$	\$
	GRESSIVE TREAD					
AGO	GRESSIVE TREAD I	PATTERN			\$	\$
<b>AG</b> (	GRESSIVE TREAD I	PATTERN C			\$	\$
17. 18.	GRESSIVE TREAD I LT 235/70 R16 LT 235/75 R15	PATTERN  C C			\$ \$ \$	\$ \$ \$
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## Revised Response Form, continued

## 4.15 **PRICING**

	Category 3– Pursuit Tires				
	Size	Type & Brand	Stock No	Price (Including all services in 2.2.2.)	Tire (Only)
1	P225/60 R16			\$	\$
2	P235/55 R17			\$	\$
3	P235/55 R17 Snow Tire			\$	\$
4	P225/60 R18			\$	\$
5	P265/60 R17			\$	\$

	Category 4 – Tire Related Services	
1	Tire Repair – In Shop (each)	\$
2	Tire Rotation	\$
3	Alignment – Front End (each)	\$
4	Alignment - Front and Rear (each)	\$
5	Computer Balancing of Tire (each)	\$
6	Mount Tires	\$
7	Service Call in County per hour	\$
8	Service Call in County per mile	\$
9	Flat Shop Rate per hour	\$
10	Road Hazard Coverage per tire	\$
11	Mounting and Dismounting Tires (per cross section inch)	\$
12	Tire Disposal Fee per tire	\$
13	Tire Fee per Senate Bill 225	\$
14	Valve Stem	\$
15	TPMS Sensor Replacement (Ford/Chevrolet/Dodge)	Part % mark up% Labor \$
16	List any other Fees or Charges not covered by aforementioned services in Category 4	\$

## WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of)	
State of )	
My name is I	am an authorized agent of
(Bidder). This business is	s enrolled and participates in a federal work authorization program
for all employees working in connection with se	rvices provided to the County. This business does not knowingly
employ any person that is an unauthorized alien	in connection with the services being provided. Documentation of
participation in a federal work authorization pro	gram is attached hereto.
Furthermore, all subcontractors working	on this contract shall affirmatively state in writing in their
contracts that they are not in violation of Section	285.530.1, shall not thereafter be in violation and submit a sworn
affidavit under penalty of perjury that all employ	yees are lawfully present in the United States.
	Affiant Date
	Printed Name
Subscribed and sworn to before me this day	of, 20
	Notary Public

Attach to this form the *E-Verify Memorandum of Understanding* (or the first and last page) that you completed when enrolling that verifies proof of enrollment.

### CERTIFICATION OF INDIVIDUAL BIDDER

	nt or guardian applying fo	r lawful presence in the United States. Please indicate compliance r a public benefit on behalf of a child who is citizen or permanent
1.	States. (Such proof maintain document	of documents showing citizenship or lawful presence in the United ay be a Missouri driver's license, U.S. passport, birth certificate, or s). Note: If the applicant is an alien, verification of lawful presence eiving a public benefit.
2.	I do not have the above allow for temporary 90	e documents, but provide an affidavit (copy attached) which may day qualification.
3.	Q	pleted application for a birth certificate pending in the State of ualification shall terminate upon receipt of the birth certificate or rth certificate does not exist because I am not a United States
Applicant	Date	Printed Name

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or

## AFFIDAVIT (Only Required for Individual Bidder Certification Option #2)

State of Missouri	
Country	)SS.
County of	)
	et e
I, the undersigned, bei	at least eighteen years of age, swear upon my oath that I am either a United States
citizen or am classified by the	nited States government as being lawfully admitted for permanent residence.
Date	Signature
Date	Signature
Social Security Number	Printed Name
or Other Federal I.D. Number	
On the date above wri	n appeared before me and swore that the facts contained
	e according to his/her best knowledge, information and belief.
	Notary Public
My Commission Expires:	
wiy Commission Expires.	

## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

#### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative			
Signature	Date		



#### Standard Terms and Conditions

Boone County Purchasing 613 E. Ash St., Room 109 Columbia, MO 65201

Tyson Boldan, Buyer

Phone: (573) 886-4391 - 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 Bid and/or Proposal.
- 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 bid 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 may 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 or e-mail will be accepted. U.S. mail only.
- 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.
- 14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices

- Procurement Manual Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
- 15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



Boone County Purchasing 613 E. Ash, Room 109 Columbia, MO 65201

Melinda Bobbitt, CPPB, Director of Purchasing Phone: (573) 886-4391–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: 24-25APR12 - Tires- Passenger Vehicles and Light Duty Trucks

	-
Address:	
<u> </u>	-
	_
Telephone:	_
Contact:	
Date:	
Reason(s) for not Submitting a Bid:	

**Business Name:**