



Request for Bid (RFB)

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Liz Palazzolo, Senior Buyer

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

Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **21-01MAY18**

Commodity Title: **Large Truck Repair Services**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, May 1, 2018**

Time: **2:00 P.M.**

Vendors Note: Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Location / Mail Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Directions: The Boone County Purchasing Department is located in the Boone County Annex Building across the street from the Armory Sport Center in downtown Columbia off Courthouse square. A wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, May 1, 2018**

Time: Shortly after the Bid Submission Deadline Stated Above

Location / Address: **Boone County Purchasing Department
613 E. Ash, Room 109
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Scope of Work**
- 3.0: **Bidder's Instructions, Evaluation, and Award**
- 4.0: **Vendor's Response and Pricing Pages**
- 5.0:
 - **Certification Regarding Debarment**
 - **Certification Regarding Lobbying**
 - **Work Authorization Certification**
 - **Standard Terms and Conditions**
 - **"No Bid" Response Form**

Insertion Date: 4/15/18

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.
- 1.1.1. The County requests bids for provision of **Large Truck Repair Services** for the Boone County Public Works Office as further specified in greater detail in Section 2.
- 1.1.2. **Background Information:** The County has ongoing, yet unpredictable, needs for large truck repair. This *Request for Bid* is intended to secure the services of multiple experienced contractors to provide large truck repair services as requested by the County Public Works Department on an “as required” basis.
- a. Other County offices may be added to any resulting contract(s) through a formal contract amendment prepared by the County Purchasing Office.

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 RFB 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/Vendor:** 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 RFB. 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 RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

Supplier/Vendor - All business(s) entities which may provide the subject goods and/or services.

1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB 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/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.

1.3. BID CLARIFICATION: Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in 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 RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

Bid/Clarification Contact: Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: lpalazzolo@boonecountymo.org.

1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.

1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.

1.3.3. **Bid Award:** The County reserves the right to make single, partial and multiple awards based on evaluation of submitted bid responses, the terms of the solicitation, and what is determined to be in the best interests of the County. See part 3.0 herein for details regarding the evaluation and award process.

1.4. CONTRACT EXECUTION: This RFB and the Vendor’s Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.4.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor’s Response, including any clarification.

1.6. COMPLIANCE WITH STANDARD TERMS AND CONDITIONS: The bidder shall hereby agree to be bound by the County’s standard “boilerplate” terms and conditions for

contracts as attached hereto.

2. **SCOPE OF WORK**

- 2.1. General Requirements:** Boone County, hereafter referred to as “County,” proposes to contract with an individual(s) or organization(s), hereinafter referred to as the “contractor(s)” for furnishing mechanical and/or body repair of large trucks that require either repair for mechanical failure, and/or repair for accidental damage. The contractor shall perform both major and minor repairs as defined herein.
- 2.1.1. The contractor shall perform all repair as necessary to restore the large truck to full operating condition and appearance subject to the County’s final approval and acceptance. It is acceptable to the County for the contractor to only perform mechanical repair, or to only perform body/paint repair. In the event that the contractor only performs mechanical or only body/paint repair, the contractor shall understand and agree that the County reserves the right to secure the services of other contractors or providers who can complete full repair of the large truck, see also paragraph 2.1.4 below.
- 2.1.2. All labor, support, materials, equipment, parts and supplies must be provided by the contractor to perform all necessary mechanical and/or body/paint repair. The contractor must be able to make precision adjustments when required to ensure the proper repair of the large truck.
- 2.1.3. All requests for service shall be made on an “as needed basis.” The County does not guarantee a minimum volume under a prospective contract.
- 2.1.4. Non-Exclusive Contract: The contractor shall understand and agree that the County reserves the right to use other contracts or sources of service and supply similar to the subject contract, or to perform the repair in-house, as deemed necessary and appropriate in the County’s sole determination.
- a. The contractor shall understand and agree that the County makes no guarantee about the dollar volume or frequency of use of the contractor’s services.
- 2.2. Work Quality And Work Tasks:** All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.
- 2.2.1. The contractor shall agree that all work shall be performed by qualified personnel experienced and trained to perform repair work on the specific type of large truck needing repair.
- 2.2.2. All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations.

- 2.3. Service Location: The contractor must have a place of business where contract work will be performed within Boone County, Missouri.** The contractor shall coordinate with the County regarding delivery of the large truck to the contractor's facility, and subsequent return to the County upon completion of repair work. In general, the County will be responsible for delivering the vehicle in drivable condition to the contractor's facility to be repaired. If the vehicle is not drivable, then the County will be responsible for towing the large truck to the contractor's repair shop.
- 2.3.1. If the contractor is providing body/paint repair, then the contractor must have or otherwise subcontract with a complete body/paint shop equipped with at minimum the following equipment:
- a. paint booth;
 - b. automotive frame straightening machine with qualified operator;
 - c. a secure storage area for County vehicles.
- 2.4. Contractor Responsibility for County Vehicles on Contractor's Premises:** The contractor shall assume full liability and responsibility for all vehicles and contents, e.g., radios and other standard or installed equipment, placed in its custody by the County under the contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
- 2.5. Major and Minor Repairs:** The contractor shall understand and agree that a "major repair" under the contract shall be a repair that is estimated to cost \$3,000.00 or more. A "minor repair" is a repair that is estimated to cost less than \$3,000.00.
- 2.5.1. Major Repair Limitations: Repairs estimated to exceed \$3,000.00 must be analyzed by the contractor to determine the repair's cost effectiveness. When equipment replacement appears to be more cost effective than repair, such recommendation shall be presented in writing by the contractor to the County.
- 2.6. Appraisals And Repair Estimates:** All work performed without the services of independent insurance or other third-party appraisers shall be priced by the contractor in accordance with the contractor's repair estimate. Such repair estimate shall be subject to review and approval by the County before any work may be started by the contractor. All estimates the contractor provides must be based on labor pricing or the parts/accessories/supplies discount stated in the contract on the Vendor Response and Pricing Pages.
- 2.6.1. The Boone County Fleet Maintenance Supervisor may approve repair work from third-party appraisers that may not adhere to contract pricing; the contractor shall understand and agree that these episodes may be rare and that in these instances, the contractor must obtain the written authorization of the Boone County Fleet Maintenance Supervisor.
- 2.6.2. Repair work for Non-County vehicles, e.g., as a result of a collision or other County liability for repair, shall not be included under the contract.
- 2.6.3. Estimates: All repair work estimates must include start and completion times, be clear,

legible, be in writing, and be itemized to include all labor and repair parts, with the exception of any “hidden” damage which may not be obvious at the time of the repair estimate and is only found after repair work has been initiated.

- 2.6.4. The contractor must provide an estimate for major or minor repair within three (3) business days of the County’s request. The repair estimate must be a written repair quote that details all parts and labor charges for completing the repair. No repair work shall commence without the explicit authorized approval of the County.
 - a. Major emergency repairs may be quoted verbally to expedite the repair job, with a written confirming quotation to follow within no longer than three (3) business days.
- 2.6.5. No repairs shall be initiated by the contractor until the appropriate County designee has reviewed and approved the estimate. In the case where the repair work is necessitated because the vehicle has been in an accident, the contractor must coordinate with the County’s Risk Management Specialist who will review and approve the repair estimate. For all other types of repair, the contractor must coordinate with the County’s Fleet Maintenance Superintendent.
- 2.6.6. In no instance shall any repairs be performed by the contractor when the repair cost goes above the original total repair estimate without the contractor first notifying the County’s Representative or Designee, and providing a supplemental written estimate indicating additional parts and labor charges spurring the additional repair cost. The County must approve the supplemental estimate before work is performed.
- 2.6.7. The County reserves the right to verify, through independent appraisal, the cost of any repair if the County deems appropriate.
- 2.7. **Parts Requirements:** All replacement repair parts shall be new OEM manufactured. If new OEM replacement repair parts are not available, the contractor must contact the County Representative or Designee for approval of substitute replacement repair parts.
 - 2.7.1. All incidental parts and material (non-OEM), used in the repair of County vehicles, must conform to original OEM specifications. Incidental parts and material shall include but shall not necessarily be limited to light bulbs, tires, belts, and fluids.
 - 2.7.2. Any substitution of parts or material for any reason whatsoever, shall be approved by the County’s Representative or Designee, prior to installation.
 - 2.7.3. The contractor shall not use any part or perform any work that would void the manufacturer’s warranty.
 - 2.7.4. When not concerned with the vehicle warranty, the County may authorize use of rebuilt assemblies or subassemblies when such is the standard industry practice and the rebuilt item carries the same warranty as a new assembly or sub-assembly.
- 2.8. **Service Time:** The contractor shall provide service during the contractor’s regular business hours, e.g. Monday through Friday 8:00 A.M. to 5:00 P.M., and excluding holidays as

defined in item 4.12 of the Vendor Response and Pricing Pages.

- 2.8.1. All County calls for service must be returned within two (2) hours of initial telephone call during regular business hours, excluding holidays.

- 2.8.2. The contractor and the County shall mutually agree upon a repair completion time specific to the requested repair job. The contractor must state a realistic and true time when the contractor can initiate and complete the repair. If this proposed schedule is acceptable to the County representative, the contractor shall book the job. If the County cannot receive repair within an acceptable time frame, the County reserves the right to obtain service from other sources as deemed appropriate.

- 2.9. **Final Inspection and Approval:** The contractor shall request the County Representative to inspect the repaired dump truck prior to final approval. The vehicles serviced by the contractor must be cleaned, inside and out, prior to return to the County. Final preparation for final inspection shall include but not necessarily be limited to removal of all paint overspray, dust and/or debris, etc.

- 2.10. **Unsatisfactory Work or Parts:** If any of the work performed, or material or equipment provided by the contractor is unsatisfactory in the sole determination of the County, the contractor shall upon the County's notification immediately correct or replace the unsatisfactory work, parts/supplies/accessories at the contractor's expense and replace the same with work or parts/supplies/accessories satisfactory to the County. In the event the contractor fails within fifteen (15) calendar days after receipt of the County's written notice to correct or replace the unsatisfactory work, parts/supplies/accessories, and to replace the same with suitable and satisfactory work, parts/supplies/accessories, the County shall have the right, but not the obligation, to remove the rejected work, parts/supplies/accessories, and to replace the same with proper work, parts/supplies/accessories at the contractor's expense; the County shall be entitled to deduct such expense from any amounts owed by the County to the contractor under the contract.

- 2.10.1. The above provision shall apply during the initial and all renewal contract terms, and during any warranty or guarantee periods.

- 2.11. **Billing And Payment:** Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

- a. The contractor shall submit an itemized invoice for performing the repair work to the Public Works Department upon completion of repair work, and acceptance by the County to the following address:

Boone County Public Works
5551 S. Tom Bass Road

b. All hourly pricing shall be prorated in tenths (1/10th) of the hour.

- 2.12. **Property Damage:** The contractor shall be responsible for repair of any damage to County property and restoration of any damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.13. **Repair/Warranties:** The contractor shall guarantee all work performed under the contract. The contractor shall list on the invoice/service ticket the brand name and part/model number of all replacement parts used. All repairs (parts and labor) shall be warranted for a minimum period of one (1) year from the date of repair. If the same part must be repaired again for any failure during the warranty period, the follow-up service shall be performed at no charge to the County. Any replacement part(s) that fail(s) during the warranty period shall be replaced by the contractor at no charge to the County including all labor. Parts which carry a standard warranty that exceeds one (1) year shall be honored by the contractor.
- 2.14. **Contract Documents:** The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder's written agreement, any such proposed agreement must be submitted in blank with the bid for the County's consideration as part of the evaluation of bids; in the absence of such submission with the bidder's response, the County's forms shall be used. The 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 the County's RFB or are unacceptable to County legal counsel.
- 2.15. **Contract Period:** The initial contract period shall run **Date of Award through December 31, 2018**. The contract shall have four (4), one (1)-year renewal periods, or any portion thereof, following the completion of the initial/original contract term. After the completion of the final renewal term, the contract will continue on a month-to-month basis until either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.
- 2.16. **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.
- 2.16.1. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.16.2. **If the option for renewal is exercised by the County, the contractor must agree that hourly prices for the renewal period must not exceed the maximum percent of increase for the**

applicable renewal period stated on the Vendor Response Pages of the contract.

2.16.3. If renewal percentages are not provided (i.e., left blank or quoted as “0%,” then prices for the renewal period(s) shall be the same as during the initial/original contract period. All pricing adjustments shall be calculated using the initial/original pricing.

2.16.4 The quoted discount for part/accessories/supplies shall remain the same through the initial and all renewal contract periods. The discount shall be applied to the current Manufacturer Standard Retail Price (MSRP) for the part/accessory/supply. MSRP pricing may change throughout the contract as directed by the manufacturer of the part/accessory/supply. In the event more than one price is listed for any one part/accessory/supply, the lowest price shall be used to determine the discounted price charged to the County. Sales or incentive pricing shall also apply to discounted pricing invoiced to the County. Price discount floors shall not be allowed.

2.17. **INSURANCE REQUIREMENTS:** The contractor shall not commence work under the contract until the contractor has 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 the subcontractor has been so obtained and approved. All policies shall be in amounts, form and from 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.

2.17.1. **Commercial General Liability Insurance:** The contractor shall carry and maintain during the life of the contract such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily 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 \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

- a. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. **The contractor shall agree to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.**

2.17.2. **Business Automobile Liability:** The contractor shall maintain during the life of the

contract, automobile liability insurance in the amount of not less than \$1,000,000.00 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; non-owned and both on and off the site of work.

- 2.17.3. **Subcontractors:** The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of the County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.17.4. **Proof of Carriage of Insurance:** The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.17.5. **Indemnity Agreement:** To the fullest extent permitted by law, the 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 the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- a. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
 - b. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice. The contractor shall add the County as a Certificate Holder:

Certificate Holder:

County of Boone, Missouri

The contractor shall send the completed certificate to Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.

2.18. Employment Of Unauthorized Aliens Prohibited:

- 2.18.1. The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.
- 2.18.2. As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.
- 2.18.3. The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3. BIDDER'S INSTRUCTIONS, EVALUATION, AND AWARD

- 3.1 RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 SUBMITTAL OF RESPONSES:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address 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 the bid response in a single sealed envelope, clearly marked on the outside with the bidder's company name and return address, the County RFB number, due date and time.
- 3.2.2. Award Posting:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at www.showmeboone.com, under the **Purchasing** menu.
- 3.3. BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing 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. Correction of Responses:** Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's 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 bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the County's current

and anticipated needs at the lowest possible cost.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB and in terms of cost to the County as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. **Award or Rejection of Bid(s):** The County intends to award multiple contracts as a result of this RFB process. Award(s) will be made to the bidder(s) whose bid(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. That is, the award may not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
 - a. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
 - b. The County also reserves the right to not award any item or group of items if the item/service can be obtained from other sources including but not limited to other governmental entities' contracts under more favorable terms.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



4. Vendor's Response and Pricing Pages

The bidder should submit three (3) complete copies of the bidder's bid response in a single-sealed envelope, clearly marked on the outside, left corner with the bidder's company name and return address, the Request for Bid number and the bid opening due date and time. In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response:

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

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, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign By Hand):

4.8.2. Type or Print Signed Name:

4.8.3. Today's Date: _____

HOURLY PRICING FOR BODY REPAIR INCLUDING PAINTING		
4.10.4.	Body Repair - Regular Business Hours	\$
4.10.5.	Body Repair – Overtime and Holiday Business Hours	\$
4.10.6.	Painting - Regular Business Hours	\$
4.10.7.	Painting – Overtime and Holiday Business Hours	\$
		Firm, Fixed Discount Off MSRP For Parts And Supplies – Body Repair and Painting
4.10.8	Quote a firm, fixed discount that will be applied to the current Manufacturer Suggested Retail Price (MSRP) for repair parts and supplies.	%
<p>Renewal Options – Applies to all hourly pricing</p> <p>The County must have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing must be the same as quoted for the initial contract period subject to the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.</p> <p>The vendor must respond with a firm, fixed percentage of increase or decrease. <u>Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other.</u> Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., <u>reference to a CPI adjustment shall be deemed unacceptable.</u></p> <p>If a percentage is not proposed (i.e., left blank or quoted as “zero”), the County must have the right to execute the option <u>at the same price(s) proposed for the initial contract period.</u></p> <p>In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.</p> <p>All percentages must be applied to the firm pricing quoted for the initial contract period. The offeror is cautioned that percentages that are the same value for successive renewal options must be calculated against original, not compounded, pricing.</p>		

4.10.9. Renewal Option Percentage Price Adjustment

1st Renewal Period: January 1, 2019 – December 31, 2019

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.10 Renewal Option Percentage Price Adjustment

2nd Renewal Period: January 1, 2020 – December 31, 2020

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.11. Renewal Option Percentage Price Adjustment

3rd Renewal Period: January 1, 2021 – December 31, 2021

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.10.12. Renewal Option Percentage Price Adjustment

4th Renewal Period: January 1, 2022 – December 31, 2022

_____ %

Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE

OR DECREASE: Maximum Increase: _____

OR Minimum Decrease: _____

4.11. **Regular Business Days and Hours:** In the space provided, identify the vendor's regular business days and hours (e.g., Mondays through Fridays 8:00 A.M. through 5:00 P.M.):

4.12 **Holidays:** In the space provided, identify the holidays observed by the vendor's

company: _____

4.13. **Garage Size:** What size vehicles can be accommodated inside the bidder's repair business:

4.14. Describe the number of repair bays including paint bays at the bidder's repair business:

4.15. **Warranties:**

Describe the bidder's warranty in terms of length and coverage on labor and parts as follows:

Mechanical Repair

Labor: _____

Parts: _____

Body Repair

Labor: _____

Parts: _____

Paint Repair

Labor: _____

Parts: _____

4.16. **Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

4.17. If different than the information provided in #4.1-4.7 above, provide the name, address and phone number of the bidder's principal business office where contract repair work will be performed:

4.18. Provide the number of years the bidder has been engaged in vehicle repair work as follows:

Mechanical Repair: _____

Body Repair: _____

Paint Repair: _____

4.19. Address whether the bidder has failed to satisfactorily perform contract services for any contracted customer for any reason within the last five (5) years. Provide details such as for whom, when, for what kind of repair(s), and why:

4.20. References: Provide at least three (3) references who can comment on the bidder's large truck repair services. Provide contact information for the reference and describe the work performed:

1. Reference Information:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____

Description of Performed Services (include dates):

2. Reference Information:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____

Description of Performed Services (include dates):

3. Reference Information:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____

Description of Performed Services (include dates):

- 4.21. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

End of Response Form

(Please complete and return with Bid Response)

**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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) 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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Signature

Date

Boone County Purchasing



Liz Palazzolo, Senior Buyer
613 E. Ash St., Room 109
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

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 food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Option

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached – *see following page*) which may allow for temporary 90-day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

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

(see previous page)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



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

Liz Palazzolo, Senior Buyer
Phone: (573) 886-4392 - Fax (573) 886-4390

Standard Terms and Conditions

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018



Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

“No Bid” Response Form

Liz Palazzolo, CPPO, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
lpalazzolo@boonecountymo.org

“NO BID RESPONSE FORM”

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

If the vendor does 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 this form and return it to the Purchasing Department by mail, e-mail or fax.

Bid: 21-01MAY18 – Large Truck Repair Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

