



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@boonecountymmo.org

Bid Data

Bid Number: **03-18FEB20**

Commodity Title: **Pursuit Tires – Goodyear Brand – Term and Supply**
**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING
DEPARTMENT**

Bid Submission Address and Deadline

Day / Date: **Tuesday, February 18, 2020**

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 wheelchair accessible entrance is available.

Bid Opening

Day / Date: **Tuesday, February 18, 2020**

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 and Evaluation**
- 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**

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 **Pursuit Tires – Term and Supply** for the Boone County Sheriff’s Department as further specified in greater detail in Section 2.

1.1.2. **Brand Specific Requirement:** The County requires only Goodyear tires be bid as specified. Other brands will be deemed unacceptable. The Sheriff’s Department uses Goodyear tires on its pursuit vehicles and in order to maximize vehicle and tire set performance, the Sheriff’s Department prefers to keep the set brand uniform.

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@boonecountymmo.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.

1.4. **AWARD:** Award will be made to the bidder(s) whose bid(s) provides 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 will 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.

1.4.1. The County prefers to award all items to one vendor, or to group items and award to a few multiple vendors, but it reserves the right to award items on an item-by-item basis and to award to multiple vendors, as determined to be in the County’s best interests.

1.4.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.

1.5. **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.

1.5.1. **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:** The contractor shall provide the Goodyear brand pursuit tire types as identified/specified on the Vendor Response and Pricing Pages at the firm, fixed pricing quoted on an as needed, if needed basis as ordered by the Boone County Sheriff's Department in accordance with the terms and specifications stated herein.

2.1.1. The contractor must be a fully authorized and licensed Goodyear distributor for the duration of the contract.

2.2. **Services:** In addition, the contractor shall provide related services to the County as needed and requested such as tire mounting, rotation, flat repair, computerized tire balancing, alignment, etc. at the prices indicated on the Vendor Response and Pricing Pages.

2.2.1. The contractor shall be 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. The contractor must correct any problem(s) associated with an alignment, as long as the contractor has been notified by the County within five (5) business days from the date the alignment was completed.

2.2.2. Any other fees for service that are not specifically priced in the contract shall have the prior approval from the Fleet Operations Manager, David Alexander or his designated county representative at (573) 876-6101.

2.3. **Response for Work Commencement:** The contractor must begin work on County Vehicles within thirty (30) minutes of the vehicle's arrival, and to continuously pursue the necessary work until completed.

2.4. **Grade 1:** All tires shall be Grade No. 1. No blemished or seconds shall be allowed or accepted. All tires shall conform to American size standards.

2.5. **DOT Tire Dates:** No tire(s) shall have a DOT date stamp that is older than three (3) years old. Tires that have older dates shall be rejected by the County.

2.6. **Replacement of Damaged Product:** The contractor shall be responsible for replacing any item received in damaged condition at no cost to the County. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.7. **Minimum Order Quantity:** The contractor shall not impose a minimum order quantity for any item listed in the contract or otherwise available to the

County.

2.8.

Return of Goods: The contractor shall agree that the County may cancel any purchase at any time and receive a full credit. The County shall not cancel an order without cause.

2.9

Warranty: The contractor shall provide the standard manufacturer's warranty to the County. During the warranty period, the contractor shall replace any defective tires that fail to meet identified requirements at no additional cost to the County. The warranty shall commence upon delivery and acceptance of the tires by the County.

2.10.

Tire Stock: The contractor shall be required to keep and maintain an inventory of the Goodyear tires identified herein throughout the contract period in order to meet the ongoing needs of the Boone County Sheriff's Department. In the event any identified tire becomes discontinued or otherwise unavailable, the contractor shall promptly notify the Boone County Sheriff's Department by contacting Captain Gary German or his designee to discuss an alternative tire. No tire shall be substituted without the prior approval of the Boone County Sheriff's Department working in coordination with the Boone County Purchasing Department. Any such change shall require a formal written contract amendment. The contractor must endeavor to provide the Boone County Sheriff's Department with as much advance notice as possible in the event any identified tire becomes discontinued or otherwise unavailable.

2.11.

Delivery: The contractor shall deliver items within thirty (30) calendar days of receipt of the order from the County, or as otherwise indicated on the Vendor Response and Pricing Pages. Delivery shall be FOB Destination Freight Prepaid and Allowed. Delivery shall be sent to the Boone County Sheriff's Department 2121 County Dr., Columbia, MO 65202.

2.12.

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. Pricing shall be firm and fixed for the specific contract period.

2.12.1.

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.

2.12.2.

As applicable to ordered product, itemized written invoices shall be submitted to the Boone County Sheriff's Department at the following address: 2121 County Drive, Columbia, MO 65202; and at the Juvenile Justice Center at: 5665 Roger I. Wilson Memorial Drive Columbia, MO 65202.

2.13.

Estimated Quantities: The quantities indicated in this Request for Bid are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The County makes no guarantees about single order quantities or total aggregate order quantities.

- 2.14. Contract Period: The contract period shall be from **Date of Award through One (1) Year**. The contract may be renewed at the sole option of the County for an additional **three (3)** one-year periods, or any portion thereof. The County reserves the right to terminate the contract at any time, for the convenience of the County, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the contract prior to the effective date of termination.
- 2.15. Pricing: Contract pricing shall be considered firm and fixed for the entirety of the initial/original contract period. Prices shall be subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response and Pricing Pages 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.
- 2.15.1. 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.
- 2.15.2. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.
- 2.15.3. If renewal percentages are not provided, 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.
- 2.15.4. All prices/discount shall be as indicated on the Vendor Response and Pricing Pages. The County shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.15.5. Pricing shall be FOB Destination, Freight Prepaid and Allowed.
- 2.16. Contract Extension: The contractor shall agree that the County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.
- 2.17. 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.

- 2.18. **Reports:** Upon request, at no cost to the County, the contractor shall prepare and submit a written report indicating purchases made by the County offices off the contract. For example, the report would show items by contract item number, respective volumes purchased for each item, respective contract price and extended contract price with an annual or year-to-date total by item and for all purchases.
- 2.19. **Insurance Requirements:** The contractor must not commence work under the contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor must 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 must be in amount(s), form(s) and company(ies) 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. The contractor must purchase and maintain in force, at its own expense, property insurance covering any loss or damage of the County owned records.
- 2.19.1. **Compensation Insurance:** The contractor must take out and maintain during the life of the 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 must 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 must meet Missouri statutory limits. Employers' Liability limits must 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 the contract at the site of the work is not protected under the Worker's Compensation Statute, the contractor must provide and must cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.
- 2.19.2. **Compensation General Liability Insurance:** The contractor must take out and maintain during the life of the contract, such comprehensive general liability insurance as must protect them and any subcontractor performing work covered by the 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 must 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 must include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance must 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. **Contractor agrees to include the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**

- 2.19.3. **Business Automobile Liability** – The contractor shall maintain during the life of the 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; non-owned and both on and off the site of work.
- 2.19.4. **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. Subcontractors' commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.19.5. **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 30 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.
- 2.19.6. **Indemnity Agreement:** To the fullest extent permitted by law, the contractor must 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.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 2.20. Non-Exclusive Contract: Other sources for vehicle tires exist for the County. The contractor shall understand and agree that any contract resulting from this solicitation shall be considered a non-exclusive contract, and that the County shall have the right to purchase the same or similar tires from other County contracts.

3. BIDDER'S INSTRUCTIONS AND EVALUATION

- 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. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at <https://www.showmeboone.com/purchasing/bids/>.

- 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.

- 3.4. **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.

- 3.5. **Response Clarification:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
 - 3.5.1. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. 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.

- 3.6. **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. See also paragraph 1.4 regarding “Award” herein.

- 3.7. **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.
- 3.7.1. The cost evaluation shall be conducted by multiplying the quoted price per item by the respective estimated volume for that line item. The subtotals from all extended line item prices shall be added together to develop a total price for the contract period. The cost evaluation shall consider pricing totals for the original contract period plus the renewal contract periods; a grand total will be developed adding together the totals for all contract periods. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate optional items, if deemed necessary.
- 3.7.2. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County’s use.
- 3.8. 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.
- 3.9. Right to Reject, Waive Informalities, and/or Clarify Bids: Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.10. 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.
- 3.11. Description of Products Being Bid to County: The vendor may submit preprinted marketing materials with the bid. However, the vendor is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the vendor. The vendor is strongly discouraged from relying on such materials in presenting products and services for consideration by the County.

- 3.11.1. It is the vendor’s responsibility to provide detailed information about how the item bid meets the specifications presented herein. If preprinted marketing materials do not specifically address each specification, the vendor should provide detailed information to assure that the product meets the County’s mandatory requirements. In the event this information is not submitted with the bid, the buyer may, but is not required to, seek written clarification from the vendor to provide assurance that the product bid meets specifications.



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.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror’s/bidder’s company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Contact Name and E-Mail Address to receive documents for electronic signature in *DocuSign*: _____

4.7. Federal Tax ID or Social Security #: _____

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: _____

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

NOTE: The bidder must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

4.10. PRICING:

The bidder must bid all items by indicating a price or indicating “No Charge.” All pricing shall be firm and fixed. 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). Only the identified Goodyear brand and tire type will be accepted.

Pricing Line Item	Item Description	Estimated Quantity	Firm, Fixed Total <u>Price Per Each</u> for the Initial/First Contract Period
4.10.1.	Pursuit Tire – All Season Goodyear Eagle Enforcer 255/60 R18	100	\$
4.10.2.	Pursuit Tire – All Season Goodyear Eagle RS-A 245/55 R18	100	\$
4.10.3.	Pursuit Tire – All Season Goodyear Eagle RS-A 265/60R17	100	\$

Tire Related Services			
4.10.4.	Tire Repair – In Shop Price per each tire	25	\$
4.10.5.	Tire Rotation Total price for full 4-tire rotation	25	\$
4.10.6.	Alignment – Front End Total price for Front End Alignment	25	\$
4.10.7.	Alignment - Front and Rear Total price for Front and Rear Alignment	25	\$
4.10.8.	Balancing of Tire Price per tire for balance	25	\$
4.10.9.	Mount/Dismount Tires Price per each tire	25	\$
4.10.10.	Flat Shop Rate Price per hour	25	\$
4.10.11.	Missouri State Tire Disposal Fee Price per each tire	100	\$
4.10.12.	Other Tire Disposal Fee If other fees apply for tire disposal price per tire	100	\$
4.10.13.	TPMS Sensor Replacement (Ford) Total Replacement Cost – Parts and Labor	5	\$
4.10.14.	TPMS Sensor Replacement (Chevrolet) Total Replacement Cost – Parts and Labor	5	\$

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4.10.15. Renewal Options Price Adjustments – Applies to all line items:

The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of three (3) 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.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

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.

**4.10.15.1 Renewal Option Percentage Price Adjustment
1st Renewal Period**

_____ % Applied to initial contract period bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.15.2 Renewal Option Percentage Price Adjustment
2nd Renewal Period**

_____ % Applied to initial contract period bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

**4.10.15.3 Renewal Option Percentage Price Adjustment
3rd Renewal Period**

_____ % Applied to initial contract period bid pricing

Vendor must identify below by checking appropriately as an INCREASE
OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: _____ OR Minimum Decrease: _____

4.11. **Delivery:** The desired delivery is 30 calendar days after the receipt of a properly executed order. If vendor's delivery is different, the vendor should state delivery in days after receipt of order: _____ calendar days ARO.

4.12. **Warranty:**

The vendor should state the warranty period which shall cover parts and labor. The warranty shall commence upon delivery and acceptance of the equipment/supplies by the County.

Warranty on Parts: _____

Warranty on Labor: _____

4.13. **Service Locations:** Provide a list of all sales/service centers, addresses, phone numbers, and contact information for each site that will be providing tires and service to the County. Also include standard business hours for the site(s).

Location Name #1:

Location Address:

Contact Name for Location:

Operating Business Hours:

Phone Number for Location:

Identify the services that are performed at this location:

Location Name #2:

Location Address:

Contact Name for Location:

Operating Business Hours:

Phone Number for Location:

Identify the services that are performed at this location:

If more than 2 locations are available for service – please provide additional information in the same format as above.

End of Vendor Response and Pricing Pages – Other Forms Follow – Please Continue

(Please complete and return with the 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

(Please complete and return with the bid response)

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:

<https://www.e-verify.gov/>

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: 03-18FEB20 – Pursuit Tires – Goodyear Brand - Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:
