



## *Request for Bid (RFB)*

**Boone County Purchasing**  
601 E. Walnut, Room 208  
Columbia, MO 65201

***Melinda Bobbitt, CPPB, Director***  
(573) 886-4391 – Fax: (573) 886-4390  
Email: mbobbitt@boonecountymo.org

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### ***Bid Data***

Bid Number: **52-28JUL04**  
Commodity Title: **Tractor**

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

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### ***Bid Submission Address and Deadline***

Day / Date: **WEDNESDAY, JULY 28, 2004**  
Time: **10:25 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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### ***Bid Opening***

Day / Date: **WEDNESDAY, JULY 28, 2004**  
Time: **10:30 A.M.**  
Location / Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**

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### ***Bid Contents***

- 1.0: Introduction and General Conditions of Bidding**
- 2.0: Primary Specifications**
- 3.0: Response Presentation and Review**
- 4.0: Response Form  
Standard Terms and Conditions  
“No Bid” Response Form**

## 1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
 1) the provisions of the Contract (as it may be amended); 2) the provisions of the Bid; 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

2.1. **ITEMS TO BE PROVIDED** – For the Furnishing and Delivery of a new 2004 John Deere X495 tractor or equivalent. The unit shall be of the manufacturer’s current production model, meeting or exceeding the terms of these specifications with all manufacturer’s standard equipment and features listed below.

2.1.1. **Quantity** – One (1) Tractor

2.2. **TRACTOR: MINIMUM TECHINCAL SPECIFICATIONS**

2.2.1. **Acceptable Model:** John Deere X495 or equivalent

2.2.2. 24 Horsepower

2.2.3. Liquid Cooling System

2.2.4. Diesel Fuel

2.2.5. Hydrostatic Transmission

2.2.6. Power Steering

2.2.7. 62” Mower Deck

2.2.8. Hydraulic Fully Controlled 54” Front Blade

2.2.9. Turf Tires

2.2.10. One (1) set of tire chains

2.2.11. **Manuals:** Operator’s manual, parts book and service/repair manual shall be furnished with tractor upon delivery. Manuals may be in the form of CD’s or DVD’s.

2.2.12. **Equipment Training:** The Contractor agrees to provide an appropriate on-site training program for one (1) county operator and one (1) county equipment technician in sufficient scope as to assure efficient and economical performance and maintenance of the equipment purchased.

2.2.13. **Vendor Service/Repair Facilities:** Because the maintenance and repair of this type equipment is complex and due to the critical nature of our operation, repair parts and service must be adequately and readily available. The Bidder shall certify that he/she maintains an adequate stock of repair parts and service items within the area and employs qualified service and repair technicians within the area, available within 12 hours. The Bidder shall state in the returned bid response the location of the service and repair facility, parts depot, and credentials of the service and repair person(s).

2.2.14. **Labor and Part Rates:** The County is interested in contracting repair labor and original equipment manufacture parts with awarded contractor for a minimum of 5 years. Bidder will be asked to provide a fixed hourly labor rate and a percentage markup on OEM parts. Any additional charges must be identified in the bidder’s response.

2.2.15. **Demonstration:** Prior to awarding the bid, Bidder(s) may be requested to demonstrate equipment on-site at the Robert L. Perry Juvenile Justice Center.

2.2.16. **Warranty:** Bidder shall describe the full machine warranty on Tractor which is included with bid.

2.3. **DEVIATIONS**

2.3.1. It is the Bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the Bidder’s bid response non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.

2.4. **TRADE-IN EQUIPMENT**

2.4.1. **Trade-In** – The intention is to trade-in on a one to one ratio. The trade-in is a John Deere 650 tractor with 4-wheel drive, 60” mower deck and 71” rear blade which was purchased in 1986. It has approximately 1780 hours. If you are interested in inspecting this equipment, an appointment must be scheduled with Ann Schnell of the Robert L. Perry Juvenile Justice Center at (573) 886-4450.

2.5. **DESIGNEE** – Robert L. Perry Juvenile Justice Center, Ann Schnell, 5665 N. Roger Wilson Drive, Columbia, MO 65202. Phone: (573) 886-4450.

2.5.1. **Bid Clarification Contact** – Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Telephone (573) 886-4391, Facsimile (573) 886-4390, E-mail: mbobbitt@boonecountymo.org

- 2.6. **DELIVERY** – Tractor shall be delivered with Bill of Sale, Invoice, Title Application and the Owner’s Manual.
- 2.6.1. **Delivery Terms** – FOB Robert L. Perry Juvenile Justice Center, 5665 N. Roger Wilson Drive, Columbia, MO 65201. Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.7. **ADDITIONAL TERMS AND CONDITIONS:**
  - 2.7.1. Equipment is to be properly serviced, including grease and oil to the proper levels. Properly serviced will mean all vehicle and service body doors properly adjusted, water and dust leaks to the interior of vehicle and service body correct, all components of vehicle and service body accounted for and all adjustments made.
  - 2.7.2. Bidder must include complete descriptive product literature for equipment. This literature shall include color charts for both interior and exterior finishes that are available to the County of Boone. Bids received without descriptive literature are subject to rejection.
  - 2.7.3. Bid evaluation will be based on quality, reliability, delivery time after receipt of order, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page [www.showmeboone.com](http://www.showmeboone.com).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. **Response Form**

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

4.6.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

( ) Other (Specify) \_\_\_\_\_

4.7. **PRICING**

**TOTAL**

4.7.1. (1) - Tractor per Section 2.

\$

4.7.2. Make: \_\_\_\_\_

4.7.3. Model: \_\_\_\_\_

4.7.4. Cost for \_\_\_\_\_ year warranty on tractor \_\_\_\_\_ years

\$

4.7.5. **Total**

\$

4.7.6. **Cash Discount**

\_\_\_\_\_ net \_\_\_\_\_ days

(\$

)

4.8. **TRADE IN EQUIPMENT**

4.8.1. John Deere 650, product ID number: CH06505014163. Hours: 1780

(\$

)

4.9. **Grand Total of Tractor Less Trade (4.7.5. - 4.7.6. - 4.8.1.)**

\$

4.10. Hourly Labor/Repair Rate per section 2.2.14.

\$

/hour

4.11. Percentage discount off list price of OEM parts

\_\_\_\_\_ %

4.12. Describe any warranty restrictions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.13. Delivery After Receipt of Order: \_\_\_\_\_





## *Standard Terms and Conditions*

**Boone County Purchasing**  
601 E. Walnut, Room 208  
Columbia, MO 65201

**Melinda Bobbitt, CPPB, Director**  
(573) 886-4391 – Fax: (573) 886-4390

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1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
  2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
  3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
  4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
  5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
  6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
  7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
  8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
  9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
  10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
  11. No bid transmitted by fax machine will be accepted.
  12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
  13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.





*“No Bid” Response Form*

**Boone County Purchasing**  
601 E. Walnut, Room 208  
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director  
(573) 886-4391– Fax: (573) 886-4390

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**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 52-28JUL04 – TRACTOR**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_