



Request for Bid (RFB)

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

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390
Email: hturner@boonecountymmo.org

Bid Data

Bid Number: **76-23NOV04**
Commodity Title: **Pre-Numbered and Labeled File Folders**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, NOVEMBER 23, 2004**
Time: **1:25 pm (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

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

Bid Opening

Day / Date: **TUESDAY, NOVEMBER 23, 2004**
Time: **1:30 pm**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Pre-Bid Meeting

Day/Date: **Tuesday, November 16, 2004**
Time: **1:30 pm**
Location/Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
"No Bid" 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. An "Invitation For Bid" is used when the need is well defined. An "Invitation 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, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
 - 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder whose offer provides 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. Note: Award will be made on an "all or none" basis to one bidder.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
 - 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from date of award through December 31, 2005 and may be automatically renewed for an additional two (2) years unless canceled by the Purchasing Director, in writing, prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of pre-numbered and labeled file folders.
 - 2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.1.2. **Contract Duration** - The contract shall be effective from the date of issuance through December 31, 2005. This contract is subject to annual renewal for two (2) additional one (1) year periods following expiration of the first contract period. If the option to renew is exercised by the County, the County shall specify the starting number for each file type at the time of contract renewal.
 - 2.1.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.1.4. **Quantity** – The following table indicates the quantities to be ordered for the year 2005. The bidders must provide a price per 100 folders to allow for quantity adjustments during each potential renewal period.

Quantity	Description	Label Description
7000	Smead 2BET2-150 LBE 1&3 UPC #25040 or equivalent	05BA-CV00001 through 05BA-CV07000
5000	Smead 2BET2-150LGN 1&3 UPC #25140 or equivalent	05BA-FC00001 through 05BA-FC05000
1000	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	Starting with Number 05BA
8000	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	05BA-CR00001 through 05BA-CR08000
1200	Smead 2K2-150L 1&3 UPC #14513 or equivalent	Plain Folders with Straight Cut at Top
500	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	05BA-PR00001 through 05BA-PR00500
1200	Smead 2BET2-150LR 1&3 UPC #25740 or equivalent	05BA-MH00001 through 05BA-MH01200
1500	Smead 2BET2-150LY 1&3 UPC #25940 or equivalent	05BA-MC00001 through 05BA-MC01500

2.2. MINIMUM TECHNICAL SPECIFICATIONS

- 2.2.1. **Material** – Eleven-point manila & colored folders with fasteners
- 2.2.2. **Size** – Letter size with full end cut and undercut
- 2.2.3. **Label Type & Placement** – Each folder shall have a pre-printed, pre-attached color coded label in the following position with the first label indicating the year (05), followed by letters (BA) indicating filing location, then either (-CR, -CV, -FC, -PR, -MH, -MC) indicating the case category followed by 5-straight numeric labels being the Smead DCCRN color coded labels or equivalent in consecutive numbers. Label shall be attached with permanent non-releasable adhesive. Label shall be scratch resistant and color shall be guaranteed no fade for a minimum of three (3) years. **Strip label design is permissible as long as it represents the identical color as the single character Smead labels or equivalent.**
- 2.2.4. **Label Color** – Pre-attached color labels shall be in the following color and position:
 - 2.2.4.1. **First Position** – (05) – ETYJ color coded year labels or equivalent
 - 2.2.4.2. **Second Position** – (BA) label indicating filing location
 - 2.2.4.3. **Third Position** – One of the following labels indicating case category (-CR, -CV, -FC, -PR, -MH, -MC)
 - 2.2.4.4. **Next 5 color coded labels indicating the following colors in consecutive order – starting with 00001 and with the same size color as the following Smead DCCRN labels or equivalent. Size: 1 ¼” W x 1” H, before folding**

Number on File	Smead Order Number	Number on File	Smead Order Number
1	DCCRN-1LBE (67341)	6	DCCRN-6GN (67346)
2	DCCRN-2PK (67342)	7	DCCRN-7GY (67347)
3	DCCRN-3PE (67343)	8	DCCRN-8R (67348)
4	DCCRN-4OR (67344)	9	DCCRN-9BK (67349)

- 2.2.5. **Sample** – A sample of the folders shall be made available upon request. In addition, bidders must submit a sample of the file folder being bid with the paper fastener and labels with their bid response. Sample file folder must be clearly marked with the company name for easy identification.

- 2.2.6. **Software** – The contractor shall provide the County with a copy of the software program used to print and apply color-coded, bar-coded file folder labels.
- 2.3. **DEVIATION(S)**
- 2.3.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the variations in manufacturer's construction, 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 proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
- 2.4. **BILLING AND PAYMENT** – Payments will be made within thirty (30) days of receipt of a correct invoice and correct material. Invoices shall be submitted to the Boone County Circuit Clerk's Office, Boone County, 705 E. Walnut, Columbia, MO 65201.
- 2.5. **DESIGNEE** – Boone County Circuit Clerk's Office
- 2.5.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: hturner@boonecountymo.org
- 2.6. **DELIVERY:** Boone County Circuit Clerk's Office, Boone County Courthouse, Attn: Rosa Dietiker, 705 E. Walnut, Columbia, MO 65201. Boxes of file folders must be labeled on the outside of the box with the case numbers contained within. In addition, the cartons containing boxes of folders must be labeled with the case numbers contained within.
- 2.6.1. **Delivery Terms:** FOB Destination – Inside delivery.

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. **Submittal Package** – Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single, sealed envelope, clearly marked on the outside with your company name and return address, **the bid number, due date, and time.**
 - 3.2.2. **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.
- 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, and any person present will be allowed, under supervision, to scan any Response.
 - 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	<u>QTY</u>	<u>Price Per 100 Folders</u>	<u>Extended Price</u>
4.7.1. SMEAD 2BET2-150LBE 1&3 (Blue)	7000	\$ _____	\$ _____
4.7.2. SMEAD 2BET2-150LGN 1&3 (Green)	5000	\$ _____	\$ _____
4.7.3. SMEAD 2BET2-150L 1&3 (Manila)	9500	\$ _____	\$ _____
4.7.4. SMEAD 2BET2-150LR 1&3 (Red)	1200	\$ _____	\$ _____
4.7.5. SMEAD 2BET2-150LY 1&3 (Yellow)	1500	\$ _____	\$ _____
4.7.6. SMEAD 2K2-150L 1&3 (Manila)	1200	\$ _____	\$ _____
4.7.7. TOTAL			\$ _____
4.7.8. Copy of Software Used to Print Labels		\$ _____	

4.8. DESCRIBE ANY DEVIATION(S)

4.10. 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 which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

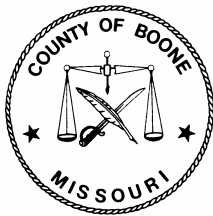
4.10.1. Authorized Representative (Sign By Hand):

_____ Date: _____

Print Name and Title of Authorized Representative

4.11. Maximum Percentage Increase _____% 1st Renewal _____% 2nd Renewal

4.12. Delivery ARO: _____



Standard Terms and Conditions

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

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390

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

Boone County Purchasing
Heather Turner
Buyer



601 E. Walnut-Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 76-23NOV04

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

(Fold Here Second – Then Seal With Tape)

Boone County Purchasing Department
601 E. Walnut Street, Room 209
Columbia, MO 65201-4460

Place
Stamp
Here

Boone County Purchasing Department
601 E. Walnut Street, Room 209
Columbia, MO 65201-4460

Bid Number: 76-23NOV04

Vendor Name: _____

(Fold Here First)