



Request for Bid (RFB)

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

Tyson Boldan, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **39-18JUL08**
Commodity Title: **Replacement & Installation of Ford 6L Power Stroke Diesel Motor in 2003 F550 Super Duty with Service Body, 4X4, Automatic**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, July 18, 2008**
Time: **10:30 A.M. (Bids received after this time will not be considered responsive)**
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 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: **Friday, July 18, 2008**
Time: **10:30 A.M.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 208
Columbia, MO 65201**

Bid Contents

1.0: **Introduction and General Conditions of Bidding**
2.0: **Primary Specifications**
3.0: **Response Presentation and Review**
4.0: **Response Form**
Attachment A **Prior Experience
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 or e-mail, to the Purchasing Department Buyer of Record. 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. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of 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** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for the furnishing, delivery, replacement, and installation of a **Ford 6L Power Stroke Diesel Motor in a 2003 F550 4X4, Automatic, Super Duty Truck** for the Boone Public Works Department in accordance with the specifications outlined below.
- 2.2. **Installation:** The new motor shall replace an existing motor inside a 4x4 automatic 2003 F550 Super Duty truck with service body.
- 2.3. **New Complete Motor:** One (1) Ford 6L Power Stroke Diesel Motor
- 2.3.1. **Base:** Bidder shall provide pricing on Response Page for a Base if bidding equipment other than brand specified in paragraph 2.3.
- 2.4. **WARRANTY** - The bidder shall include a description of the manufacturer’s warranty included with equipment and any and all other warranties offered as part of this contract.
- 2.5. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE:** Bidders must provide evidence that they have past experience in the installation of Diesel Motors for a minimum of five years. Bidder shall submit, with the bid, the name, address, telephone number and point-of-contact for a minimum of three firms for which the bidder has provided similar services within the preceding 60 months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. *Attachment A – Prior Experience* may be used to list references.
- 2.6. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County’s responsibility.
- 2.7. **Descriptive Literature:** Bidders proposing to furnish items other than specified must submit Complete Descriptive Literature with bid. Bids received without descriptive literature are subject to rejection.
- 2.8. **Guarantee:** Bidder agrees to unconditionally guarantee all equipment against defect in material, workmanship and performance for a period of one year from the date of acceptance by the County, unless otherwise specified.
- 2.9. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the specifications for the **Ford 6L Power Stroke Diesel Motor** 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.
- 2.10. **FOB Destination:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.11. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- 2.12. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.13. **DESIGNEE** – Boone County Fleet Maintenance, Greg Edington, Fleet Manager, 5551 Hwy 63 South, Columbia, MO 65203. (573) 449-8515.
- 2.13.1. **Bid Clarification:** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Tyson Boldan, Buyer. 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: tboldan@boonecountymmo.org
- 2.14. **INVOICES:** Contractor must submit an invoice and charges must only include prices listed in the contractor's bid response. No additional fees or taxes shall be included as additional charges. The County's purchase order must appear on the invoice. The County agrees to pay the monthly statement within thirty (30) days from receipt of a correct statement and all other required documents. The billing address is Boone County Public Works, 5551 Hwy 63 South, Columbia, MO 65203.
- 2.15. *Since time is of the essence, faxed bids will be received by County. Fax to (573) 886-4390. Call (573) 886-4392 to confirm receipt of bid. Bid MUST be received by July 18, 2008, 10:30 a.m. CST.*

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 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.
- 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.

Since time is of the essence, faxed bids will be received by County. Fax to (573) 886-4390. Call (573) 886-4392 to confirm receipt of bid. Bid MUST be received by July 18, 2008, 10:30 a.m. CST.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. E-Mail Address: _____
- 4.7. Federal Tax ID: _____
- 4.7.1. () Corporation _____
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

PRICING

4.8.

		<u>Firm, Fixed Price</u>
4.8.1.	Complete Motor (As specified in section 2.3)	\$ _____
4.8.1.1.	Manufacturer Name	
4.8.1.2.	Model Number	
4.8.2.	Installation (In accordance with section 2.2.)	\$ _____
4.8.3.	TOTAL	\$ _____

4.9. Describe Warranty Features:

4.10. List any deviations from bid specifications:

- 4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No
- 4.12. Installation will be completed within _____ days after issuance of the notice to proceed.
- 4.13. **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.**
- 4.13.1. Authorized Representative (Sign By Hand): _____ Date: _____
- 4.13.2. Print Name and Title of Authorized Representative

ATTACHMENT A
PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:
Address:

Contact Name:
Telephone Number:

Date of Contract:
Length of Contract:

Description of Prior Services (include dates):



Standard Terms and Conditions

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

Tyson Boldan, 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. 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.
12. 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
Tyson Boldan,
Buyer



601 E. Walnut-Room 208
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. *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: 39-18JUL08 – Replacement & Installation of Ford 6L Power Stroke Diesel Motor in 2003 F550 Super Duty with Service Body, 4X4, Automatic

_____ (Business Name)	_____ (Date)
_____ (Address/P.O. Box)	_____ (Telephone)
_____ (City, State, Zip)	_____ (Contact)

REASON(S) FOR NOT SUBMITTING A BID:
