



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

Request for Bid (RFB)

Tyson Boldan, Buyer
(573) 886-4391 – Fax: (573) 886-4390
Email: tboldan@boonecountymo.org

Bid Data

Bid Number: **21-12APR12**
Commodity Title: **Pre-Numbered & Labeled File Folders Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline-Bid Closing

Day / Date: **THURSDAY, April 12, 2012**
Time: **1:30 P.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 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **THURSDAY, NOVEMBER 18, 2010**
Time: **1:30 P.M. Central Time**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
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
Standard Terms and Conditions**

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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 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 award this bid on an item by item basis, or an "all or none" basis, whichever is 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 cooperative MMPPC or other government contracts under more favorable terms.
- 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** - The Term and Supply Contract period shall be from **January 1, 2012 through December 31, 2012** and may be automatically renewed for up to an **additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **Contract Extension** - 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 date of termination if it is deemed to be in the best interest of Boone County.
- 1.8. **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.
- 1.9. **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 Term and Supply contract for the furnishing and delivery of **pre-numbered and labeled file folders.**

2.1.1. **Quantity** – The following table indicates the approximate quantity to be ordered for the year 2012 and beginning of 2013. Amounts may vary at time of order. The quantities indicated below are **estimates only** and are based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. The County reserves the right to increase or decrease the quantities outlined as needed at time of order. The bidders must provide a price per 100 folders to allow for quantity adjustments during each potential renewal period.

2.1.1.1 Files purchased from contract awarded from this bid will be ordered approximately the first quarter of calendar year 2012.

Qty	Description	Label Description
2500	Smead 2BET2-150 LBE 1&3 UPC #25040 or equivalent	12BA-CV03501 through 12BA-CV6001
3500	Smead 2BET2-150 LBE 1&3 UPC #25040 or equivalent	13BA-CV00001 through 13BA-CV03501
1500	Smead 2BET2-150LGN 1&3 UPC #25140 or equivalent	12BA-FC01001 through 12BA-FC02501
1000	Smead 2BET2-150LGN 1&3 UPC #25140 or equivalent	13BA-FC00001 through 13BA-FC01001
2000	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	12BA-CR03501 through 12BA-CR05001
3500	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	13BA-CR00001 through 13BA-CR03501
300	Smead 2BET2-150L 1&3 UPC #34115 or equivalent	13BA-PR00001 through 13BA-PR00301

2.2. **MINIMUM SPECIFICATIONS**

2.2.1. All folders must meet the following specifications:

2.2.1.1. Letter size folder measuring 12-1/4” W X 9-1/2 “ H Overall, 1-3/4” W Body, 9-1/2” H front

2.2.1.2. Two-ply tab

2.2.1.3. 11 pt stock

2.2.1.4. Straight cut tab, 1/2” wide

2.2.1.5. Front panel under-cut 1/4” deep

2.2.1.6. Two fasteners per folder centered on each inside page

2.2.1.7. Scored for 3/4” expansion

2.2.1.8. Top corners rounded, front and back

2.2.1.9. 2” prong “B” style fasteners

2.2.2. **Material** – Eleven-point manila & colored folders with fasteners

2.2.3. **Size** – Letter size with full end cut and undercut

2.2.4. **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 (12 or 13), followed by letters (BA) indicating filing location, then either (-CR, -CV, -FC, -PR,) 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.**

2.2.5. **Label Color** – Pre-attached color labels shall be in the following color and position:

2.2.5.1. **First Position** – (12 or 13) – ETYJ color coded year labels or equivalent measuring 1-1/2”W x 3/4”H before folding. All first position labels must be consistent in color. The “12” year labels must be a **Pink with black lettering** and the “13” year labels must be **red with white lettering.**

2.2.5.2. **Second Position** – (BA) label indicating filing location measuring 1-1/2”Wx3/4”H before folding. All second positions labels must be white background with black letters.

2.2.5.3. **Third Position** – One of the following labels indicating case category (-CR, -CV, -FC, -PR,) measuring 1-1/2”Wx3/4”H before folding. All third positions labels must be white background with black letters.

2.2.5.4. **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 1/4” W x 1” H, before folding**

Number on File	Smead Order Number	Number on File	Smead Order Number
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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)
5	DCCRN-5BN (67345)	0	DCCRN-0Y (67340)

- 2.3. **Sample** - A sample of the folders shall be made available upon request. The contractor must submit a proof of the folder containing the attached label to Rosa Dietiker in the Circuit Clerk's Office prior to beginning production on the folders. The contractor must receive approval on the sample folder before beginning production.
- 2.4. **Software** – The contractor shall supply the County with a copy of the in-house software program used to print and apply color-coded, bar-coded file folder labels.
- 2.5. **Deviations** - 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.
- 2.6. **INVOICING AND PAYMENT** – Payments will be made within thirty (30) days of receipt of a correct monthly statement. Invoices and monthly statement shall be submitted to the Boone County Circuit Clerk's Office, Boone County, 705 E. Walnut, Columbia, MO 65201.
- 2.7. **DESIGNEE** – Boone County Circuit Clerk's Office.
- 2.8. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Tyson Boldan, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: tboldan@boonecountymo.org.
- 2.9. **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.**
- 2.9.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". 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". **Note: Bid Submission and Bid Opening times are different. NO EXCEPTIONS.** We are 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 proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", 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** - We reserve 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** - We reserve 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** - Our 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** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.
 - 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

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) _____

4.8.	PRICING-FOLDERS	EST. QTY/ Box or 100	PRICE/100 FOLDERS	EXTENDED TOTAL
4.8.1.	SMEAD 2BET2-150LBE 1&3	60	\$ _____	\$ _____
4.8.2.	SMEAD 2BET2-150LGN 1&3	25	\$ _____	\$ _____
4.8.3.	SMEAD 2BET2-150L 1&3	58	\$ _____	\$ _____
4.8.7.	COPY OF SOFTWARE USED TO PRINT LABELS			\$ _____

4.9. Maximum % Increase _____ % 1st Renewal _____ % 2nd Renewal

4.10. DESCRIBE ANY DEVIATION(S)

4.11. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.11.1. Authorized Representative (Sign By Hand):

4.11.2. Type or Print Signed Name:

4.11.3. Today's Date: _____

4.12. Delivery Days ARO: _____



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Tyson Boldan, Buyer

Phone: (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 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 bid 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 may 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 or **e-mail** will be accepted. **U.S. mail only.**
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.
14. 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.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. 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.



“No Bid” Response Form

Boone County Purchasing

613 E. Ash, Room 109

Columbia, MO 65201

Tyson Boldan, Buyer

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

“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: 21-12APR12 - Pre-Numbered and Labeled File Folders

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

