

REQUEST FOR BID No. 201404-259

TANEY COUNTY MISSOURI Purchasing Department 132 David Street / P. O. Box 1630 Forsyth, Missouri 65653

> Attn: Ron Erickson, Director of Purchasing Phone: 417-546-7281 / FAX: 417-546-3931 rone@co.taney.mo.us

Commodity Title:	TRUCK PAINTING PLEASE MARK YOUR ENVELOPE <u>"SEALED BID #201404-259"</u> RETURN ONE (1) ORIGINAL AS WELL AS A DIGITAL CD COPY, <u>OR</u> THREE (3) HARD COPIES. (Failure to submit copies, as indicated here MAY result in being declared "Non-Responsive" disqualifying your entire Bid Response.)
Time:	Bid Submission Address and DeadlineMonday May 19, 20142:00 P.M. C.D.T. (No late Bids will be accepted)Taney County Purchasing Department132 David St. / P. O. Box 1630Forsyth, MO 65653
Directions:	The Purchasing office is located on the second floor of the old courthouse in downtown Forsyth, between the Commission Offices and the Recorder of Deeds Offices.
Time:	Bid Opening <u>Tuesday May 20, 2014</u> 9:30 A.M. C.D.T. Taney County Commission Hearing Room 132 David Street Forsyth, MO 65653

The undersigned certifies that they have the authority to bind this company in an agreement to supply the commodity or service in accordance with all terms, conditions, and pricing specified herein or to offer a "No Bid." Please type or print the information below. Bidder is REQUIRED to complete, sign and return this form with their submittal of Bid as well as all pages initialed. *An authorized signature is mandatory, lack thereof will result in a determination of "Non-Responsive". Also required is a direct email address in order to receive award results. We do not use USPS for results notification only email. Final results will also later be posted on our website at: www.taneycounty.org. Please do not call for results.

Company Name		Authorized Person	n (Print)
Address		*Signature	
City/County/State/Zip		Title	
Telephone #	Fax #	Date	Tax ID #
E-mail		Entity Type (Corp	oration, LLC, Sole Proprietor, Partnership)

RFB#201404-259 Truck Painting Taney County, Missouri

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MISCELLANEOUS BIDDING PROCESS INFORMATION

The Purchasing Department is responsible for the Bid opening at the time and place noted in the request. If a Vendor is interested in a copy of the Bid tabulation they must include a direct email address, not website, in order to receive results. Obviously sealed Bids cannot be emailed so they must either be delivered by hand, courier, or USPS. (Please note USPS concerns on page #3, item #3.)

A formal invitation for Bid is utilized when the total purchase exceeds \$4,500. The County also uses this method when the life of a term and supply contract is valued more than \$4,500. The Bid Package will contain well-defined standard technical specifications for the nature of the service or product requested. A formal closing date and time is specified. The Bidder must comply with this requirement in order to be considered for award. All Formal Invitations for Bid are handled by the Taney County Purchasing Department. Technical specifications are the responsibility of the specific requesting department.

Bid Response Tips:

- 1. Read ALL Bid documents immediately upon receipt. Note any special dates or requirements.
- 2. Contact the Taney County Purchasing Department with any questions relating to the Bid prior to the Bid opening. (Email to: <u>rone@co.taney.mo.us</u>.)
- 3. Use ink to fill in all blanks. (If I can't read your handwriting your Bid will be rejected.)
- 4. <u>COPIES ARE REQUIRED</u>, mark copies vs. original. (Failure to submit copies, as requested on page #1, MAY result in being declared "Non-Responsive" disgualifying your entire Bid Response.)
- 5. Turn your Bid in as soon as possible. The deadline dates and times are strictly adhered to. The County cannot accept any late Bids.
- 6. No fax or electronic transmitted Bids will be accepted.
- 7. In the event of only one response the County may reject the entire Bid and re-let it or consider other available options which provide the best solutions for the county. Always acting in the best interest of Taney County.
- 8. Attend pre-Bid conferences, if any. (Most are Mandatory.)
- 9. Pay close attention to the terms must, shall, should or may. READ EVERYTHING.
- 10. Include an updated **W-9** form completed with your company information and signature.
- 11. Include, if applicable, current prevailing wage considerations within your Bid.
- 12. Remember to sign the Bid sheet as this is mandatory.

Please Note...

There are several steps, requirements and legalities which must be followed when engaging in an effort to respond to any certain Bid. Here I hope I have served to assist any/all participants in making sure everyone has a fair and pleasant experience with my County. Please keep in mind that it is entirely possible that this sheet, along with all of the other information as detailed within this Bid, may NOT include everything to cover every possible situation. Should that occur please let me know.

Thank you for your interest in Taney County Missouri.

Sincerely,



RON ERICKSON Director of Purchasing Taney County Missouri

INSTRUCTIONS AND GENERAL CONDITIONS

- 1. **Delivery of**: Sealed Bids, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Taney County Purchasing Office until the Bid closing date and time indicated herein for furnishing the County with goods, and or, services as detailed in the following Request for Bid.
- Copies: For the convenience of all a digital CD copy may be submitted in lieu of three additional hard copies with the original, as indicated on page #1. If sending all hard copies please mark each to differentiate between the original and the three copies. (Copies are required NOT optional.)
- 3. Closing: Sealed Bids must be delivered before <u>2:00 P.M.</u> central time on <u>Monday May 19, 2014</u> to the Taney County Purchasing Department as listed on page one. Bidders should take into account all possible risks of their Bid not arriving in time when electing to mail in Bids too close to the above closing date. Often the Post Office leaves a "pick up slip" in our PO Box which may / may not allow us time to retrieve said item. It is the Bidders responsibility, not the county, nor the Post Office to ensure their sealed Bids are <u>delivered</u> in time to the Purchasing Department. (Be extra careful when your Bid response involves a large package or box.)
- 4. Late Packages: The County will not accept any Bids received after the above listed closing date/time and will consider such late Bids as NON-RESPONSIVE. They will be returned un-opened.
- Opening: Bids will be opened publicly at <u>9:30 AM</u> on <u>Tuesday May 20, 2014</u> and read aloud. All Bid responses will be considered public information as soon as they are opened and become a part of public record to be released to any person or firm that requests it.
- 6. **Award.** Recommendation for award will be made formally to the Taney County Commission at a later date after a full and complete review process often within a few days of the Bid opening.
- 7. **Withdrawals:** Bids may be withdrawn on written request from the Bidder at the address shown in this RFB prior to the time of acceptance of the Bid.
- 8. Sealed & Marked: Bids must be submitted in a single sealed envelope identified with the Bid number and dates of closing & opening. List the Bid number on the outside of the box or envelope and note "Response to Request for Bid enclosed". Also include a return name & address. <u>No fax or electronic transmitted Bids</u> will be accepted. (NOTE: Please make sure your package indicates "BID" on the final outside skin.)
- 9. No Bid: If you do not want to submit a Bid, please return the *No Bid Response Form* on page #8 of this package, and note your reason.
- 10. **Bidder Expenses:** This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, nor preparing and submitting Bids called for in this Request for Bid.
- 11. **Presentations:** The County reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The County will not be liable for any costs incurred by the Bidder in connection with such interviews or presentations (i.e. travel accommodations, etc.)
- Bid Term: All Bids submitted shall be binding, and remain firm for ninety (90) calendar days following the opening. Pricing / Costs submitted within this response MUST BE HONORED within that set timeframe. Bidders should NOT respond unless certain on this point.
- 13. **Bid Rejection:** The Taney County Commission reserves the right to reject any or all Bids, when such rejection is in the best interest of the County.
- 14. **Multiple Awards:** Bids may be awarded to one company or multiple companies; when such award is deemed in the best interest of the County.
- 15. Payment Terms: County standard payment terms are Net 30 after receipt of invoice.
- 16. Effective: This agreement shall take effect upon the approval by the Taney County Commission.
- 17. Alterations: Any alterations, changes, lining out, or margin notes to any of these instructions will result in being determined as non-responsive to this Bid and thus be disqualified.

GUIDELINES FOR WRITTEN QUESTIONS, ANSWERS (ADDENDA), ETC

- All questions shall be submitted in writing, prior to the Bid opening and no later than 2:00 P.M. Monday May 12, 2014. All questions <u>must be emailed</u> to; Ron Erickson, Director of Purchasing. (rone@co.taney.mo.us) as well as the department point of contact for this Bid listed on page #6. Department points of contact are responsible for answering technical questions. Questions on the Bid process belong to Purchasing, thus ALL questions are handled in a joint, or combined effort.
- 2. All questions will be answered in writing via email to all parties who had previously been part of the original DBI (Direct Bid Invitation email.), or had made email contact during the open Bid questioning timeframe. Deadline for issuing addenda (responses to questions) is: **Tuesday May 20, 2014** thus allowing Bidders to have a full week to make any necessary adjustments to their response. Addenda will also be posted on the Taney County Web site at: www.taneycounty.org by this deadline.



- 3. Once at our website click on: <u>______</u>. Any/all addenda will be attached at the end of the posted Bid. An indication, in red, will alert visitors as to the presence of any addenda.
- 4. In the event that it becomes necessary to revise any part of this RFB, written addenda will be issued. Any addendum to this RFB is valid only if in writing and issued by the Taney County Purchasing Department.
- 5. **Timeline**: The County anticipates a contract award following the evaluation of all Bid responses within **15 days from the RFB opening date and completion.** These dates are provided for informational purposes and may change as requirements dictate.
- 6. Sunshine Laws: Due to applicable sunshine laws and regulations concerning public documents, all Bid responses will be considered public information as soon as they are opened and become a part of public record releasable to any person or firm that requests it. Requests for copies, of Bid responses, must be made through the Taney County Clerk's Office (417-546-7202) requiring a Public Service Request Form (PSR). By law charges for time spent as well as a cost per page apply. Payment for copying fees is required prior to the making of copies. (Section 610.026, RSMo.)

BASIC REQUIREMENTS:

- Award of Contract: The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this RFB will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.
- 2 Response Content: In order to enable direct comparison of competing Responses, Bidders must submit Responses 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 forms provided herein. Every question must be answered and if not applicable, the section must contain "N/A."
- 3 **Advice of Award**: The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at <u>www.taneycounty.org</u>. View information under *Purchasing*.
- 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.
- 5 **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, 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.
- 6 **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 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.
- 7 Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

ROAD & BRIDGE TRUCK PAINTING SPECIFICATIONS & REQUIREMENTS

The Taney County Purchasing Department will accept Bids for the **PAINTING** of <u>15</u> Taney County Road & Bridge **TRUCKS**, and other equipment. This process is required due to the salt and chemicals used during snow removal causing the truck bodies to rust and become unsightly. All of the below specs/details/requirements are assigned specific numbers to assist Vendors if/when certain questions may occur. Please use the numbers as assigned to assist in any such questions if needed.

1.) SPECIFICATIONS:

- 1.1 Taney County employees will sand, clean and prep trucks for painting. This will include removing items from the truck body such as lights, tarp brackets, and other items that do not require being painted the same color as the body. The truck body will be cleaned sand blasted and primed with "*VARI*" prime by our employees.
- 1.2 All vehicles or equipment will be delivered to the Awarded Contractor's location within a 50 mile radius of Forsyth, Missouri and then picked up when completed. Bid responses from Vendors beyond a 50 mile radius of Forsyth, Missouri must include pick-up, delivery, or mileage fees within their total pricing/costs as submitted. (DO NOT SEPARTE THESE COSTS. Any geographical advantages, or disadvantages, fall to the Responder NOT Taney County.)
- 1.3 All trucks are tandem axle Dump Trucks with thirteen (13) and fifteen (15) foot dump bodies. All trucks will be painted the same **highway yellow color** and/or the same color as the cab if the bed only is painted. We will include the paint code.
- 1.4 Number of trucks to be painted is approximately fifteen (15).
- 1.5 The Contractor shall provide all deliverables/services to the sole satisfaction of Taney County.
- 1.6 The Contractor shall provide Truck Painting on an as needed, if needed basis for Taney County, in accordance with the provisions and requirements stated herein.
- 1.7 Must be compliant and meet all Department of Natural Resources (DNR) requirements, as well as be compliant with county requirements and have all permits.
- 1.8 Awarded contract to remain in force for twenty four (24) months, with renewal options for an additional three (3) years at the sole discretion of Taney County.
- 1.9 In addition to normal MANUFACTURER'S **WARRANTIES** the Awarded Contractor MUST provide a 12 month written **WARRANTY** covering workmanship. Unusual, abnormal, and unreasonable paint deterioration, flaking, or fading must be corrected during a 12 month **WARRANTY** period after completion <u>at no additional costs to the county</u>.

2.) REQUIREMENTS / KEY FACTORS:

- 2.1 All items will be removed that do not require painting to minimize taping or covering except windshield and door glass, along with vertical muffler stacks.
- 2.2 Taney County will schedule with Awarded Vendor / Contractor dates / times when vehicles are ready for painting and delivery as well as pickup after each vehicle is completed.
- 2.3 Vehicles will be prepared one at a time, as some vehicles require more prep work than others.
- 2.4 NO WORK will be allowed by Awarded Contractor on county property. All work required to be completed by Awarded Contractor, via this RFB/contract, MUST occur at Contractor's location.
- 2.5 Unless otherwise specified herein, the Contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to provide the deliverables/services required herein.
- 2.6 Past history and prior services with Taney County (if applicable) will be taken into consideration and will be a factor in award.
- 2.7 Inspection of completed work to be performed by Randy Haes, Taney County Road & Bridge Coordinator or his designee. Any deficiencies will be immediately corrected.

3.) ADDITIONAL STIPULATIONS:

- 3.1 The Contractor shall agree and understand that providing the Truck Painting in accordance with the requirements stated herein is considered critical to the efficient operations of Taney County.
- 3.2 Although not mandatory onsite visits are STRONGLY recommended. Vendors can see firsthand everything we are trying to accomplish. Contact the below Department Point of Contact to schedule a meeting / onsite visit well before the Bid closing date of; May 19, 2014 @ 2:00 PM.

Please contact the following <u>"Department Point of Contact"</u> for questions concerning actual required specifications, or any other technical questions, as well as to schedule meetings or onsite visits:

Randy Haes, Coordinator Taney County Road & Bridge 417-546-7268 (off) / 417-546-7924 (cell) randyh@co.taney.mo.us

4.) ESCALATION CLAUSE

- 4.1 In the event the Contractor requests a price increase during the contract period (original contract period), the Contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase.
- 4.2 Taney County will review the Contractor's written request and documentation, and decide if a price increase is to be granted at that particular time.
- 4.3 The Contractor shall understand and agree that Taney County's decision shall be final and without recourse.
- 4.4 No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.
- 4.5 In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

5.) BID SUBMISSION INFORMATION:

- 5.1 All bids must be received in a sealed envelope clearly marked "RFB#201404-259 Truck Painting".
- 5.2 Bids will be reviewed to determine if the bid complies with the mandatory requirements, and to determine the lowest and best bid.
- 5.3 Cost Determination The low bid shall be determined by adding all of the firm, fixed prices on the pricing page for the original contract period.
- 5.4 Contract Award The contract will be awarded to the lowest responsive Bidder determined as specified above.
- 5.5 Award of this bid will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.
- 5.6 Notification of award shall be at the time the tabulation is posted to the Internet. It is the sole responsibility for all Bidders to check the website for bid results.

6.) PRICING PAGE:

The Bidder shall provide a firm, fixed price in the table below for the original contract period for providing the deliverables/services in accordance with the provisions and requirements of this RFB. All costs associated with providing the required deliverables/services shall be included in the prices stated below.

	ITEM	*TOPCOAT (Cost per Truck)	TOTAL (Cost Per Truck)	TOTAL EXTENDED COST (15 Vehicles)
6.1	TRUCK BODY ONLY (One Color)			
6.2	TRUCK BODY AND FRAME TO BACK OF CAB INCLUDING WHEELS (Body Yellow, Frame Black, and Wheels White)			
	TRUCK BODY AND CAB (Yellow), FRAME AND FRONT BUMPER WITH PLOW BRACKET (Black) WHEELS (White) Does not include inside of door frames, only exterior of cab.			

* INDICATE MANUFACTURER, BRAND OF TOPCOAT, (Include Product Information Sheet)

VENDOR NOTES:

DATE:	COMPANY:	
OFFICER:	SIG	GNATURE:

SUPPLEMENTAL REQUIREMENTS / BID FORM

Bidder must complete the following section in its entirety, and sign and date where indicated on page #1. This agreement shall take effect upon the approval by the Taney County Commission.

- A. ACCEPTANCE OF BID BY COUNTY: The County shall have a minimum of 90 calendar days from the date of the opening to accept Bidder's offer.
- B. County standard payment terms are Net 30 after receipt of invoice. (NO EXCEPTIONS.)
- D. Submittals The following must be submitted with bid:
 - 1. References and experience
 - 2. Key personnel (If applicable.)
 - 3. Warranty
 - 4. Descriptive literature
 - 5. Include an updated **W-9** form completed with your company information and signature.
- E. Grand Total Price: \$_____(Taney County is TAX EXEMPT.)

NO BID RESPONSE FORM

NOTE: Complete and return this section only if you do not want to submit a Bid. If you do not wish to respond to this RFB, please fill this form out and return it to the Purchasing Department by mail, email, or fax.

Thank you...

RFB# 201404-259 Truck Painting

Business Name:	
Address:	
Telephone:	
Contact Person:	
Date:	
Reason(s) for not Bid	lding:

See the following page for Terms & Conditions which apply appropriately as needed specifically to items or services required within this RFB.



STANDARD TERMS AND CONDITIONS

- 1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Taney County Department identified in this Request for Bid.
- 2. The Taney 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. Taney 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 Taney 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.
- 11. No bid transmitted by fax machine or e-mail will be accepted.
- 12. The County of Taney, 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. (Cooperative Purchase.)
- 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 Contractors invoices during the term of the Agreement, and any renewals thereof, indicate that Taney 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.

Bidder's Initials: ____