

TANEY COUNTY MISSOURI

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

SOLICITATION TITLE: Auto Body Repair Services – Secondary & Tertiary RFB #202212-515

SOLICITATION TYPE:

- () = Full / Formal Bid for Products *or* Materials *ONLY*.
- (\checkmark) = Full / Formal Bid for Products and Services.

() = Full / Formal Bid for Services ONLY.

-) = Full / Formal Request for Proposals.
) = Full / Formal Request for Qualifications.

SCHEDULE & DEADLINES:

Dec. 10, 2022 - Jan. 9, 2023

December 30, 2022 at 2:00 pm

January 9, 2023 at 5:00 pm

January 11, 2023 at 9:30 am

Proposal Release Date / Advertising Period

Deadline For Submitting Questions

Closing Date / Time

Opening Date / Time

Responding Vendor / Company Name

City / State

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Request for Bid Title:	RFP #202212-515 Auto Body Repair Services – Secondary & Tertiary Taney County, Missouri AUTO BODY REPAIR SERVICES – SECONDARY & TERTIARY PLEASE MARK YOUR ENVELOPE <u>"SEALED BID #202212-515"</u> RETURN ONE (1) ORIGINAL & THREE (3) HARD COPIES.
Bid Submission Location / Mail Address:	 Taney County Purchasing Department (Second Floor) P. O. Box 1630 (PO Box <u>MUST</u> be used for U.S.P.S .delivery.) 132 David St. (Physical Address <u>MUST</u> be used for Courier delivery.) Forsyth, MO 65653
Bid Opening Location / Address:	Taney County Commission Hearing Room (Old Courthouse) Forsyth, MO 65653

The undersigned certifies their authority to bind this vendor in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein *or* to offer a "No Bid."

Bidder is REQUIRED to complete, sign and return this form with their submittal to our solicitation as well as <u>initial all pages</u>. *An authorized signature and email address, printed clearly is mandatory, lack thereof *may* result in a determination of "Non-Responsive" and disqualify from participation.

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

INTRODUCTION & BASIC PROCESSING INFORMATION:

Sealed bids cannot be emailed and must either be delivered by hand, courier, or U.S.P.S. All formal invitations for bid are handled by the Taney County Purchasing Department. However, technical requirements and product specifications are the responsibility of the specific requesting department as listed in Section 2. Specifications.

Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible. See Items 1.21-1.22 for the process to submit questions.

Section #1 includes instructions, conditions, guidelines, requirements and other key factors. Use a checkmark (\checkmark), in the box adjacent to the section number, in order to acknowledge each of the following items. Any item unchecked in this section, will be considered non-responsive and may be disgualified.

Section 1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1

Sealed responses may be submitted to the Taney County Purchasing Office until the solicitation closing date and time indicated herein, subject to Instructions and General Conditions and any special conditions.

1.2

Closing: *Sealed Responses* must be delivered before "Closing Date/Time" as listed on page one, to the Taney County Purchasing Department as listed on page two.

1.3

United States Postal Service ("U.S.P.S.") WARNING: Because there is no mail delivery service at our offices, we **strongly** discourage bidders from using the U.S.P.S. If a Bidder elects to use the U.S.P.S., do **NOT** send "return receipt requested." The Post Office only recognizes the P.O. Box address. Other delivery services require the physical address. It is the Bidder's responsibility to ensure responses are delivered in a timely fashion to the Purchasing Department. Courier or hand delivery is recommended.

1.4

Late Packages: The County will not accept any response received after the listed closing date/time. Late arrivals are considered "NON-RESPONSIVE" and will not be opened or returned.

1.5

Opening: Bids will be opened publicly at "Opening Date/Time" and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.

1.6

Award/Timeline: Recommendation for award will be made formally to the Taney County Commission as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed, 10 or more days, for any reason.

1.7

Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Taney County Commission.

1.8

Sealed & Marked: Responses must be submitted in a sealed envelope identified with the bid number and dates of closing & opening. List the bid number on the outside surface of the box or envelope and note "*Response to Request for Bid enclosed*" with a return name & address. No fax or electronic transmitted responses will be accepted.

1.9

Bidder Expenses: This County is not responsible for any expenses, which Bidders may incur in estimating, inspecting, or preparing information to respond to this solicitation.

1.10

Presentations/Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of *or* from any/all Bidders prior to selection. The County will not be liable for ANY costs incurred by the Bidder in connection with such interviews, presentations, or inspections.

1.11

Bid Term: All Responses submitted shall be binding and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing/Costs submitted with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.

1.12

Bid Rejection: The Taney County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.

1.13

Multiple Awards: Responses may be awarded to one company or multiple companies, when such award is deemed in the best interest of the County.

1.14

Payment Terms: Standard payment terms are *Net 30* after receipt of an invoice. The County cannot, and will not, agree to any other payment terms. Once products, or services, are received and accepted, Taney County will process payment in full. Invoices need to be issued and mailed to the requesting department - not Purchasing.

1.15

Requests for credit applications and deposits are not necessary and will – in most cases – not be processed or accepted.

1.16

Any award agreement shall take effect upon the approval by the Taney County Commission.

1.17

Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.

1.18

Direct Email Address: An email address, not a website, MUST be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors. Please do not call for results.

1.19

Results are always posted at: www.taneycounty.org

1.20

All questions for this solicitation must be submitted by the time indicated on page 1. Questions must be emailed to the department point of contact listed within this request as well as copied (cc) to the Purchasing Director at: nikki.lawrence@taneycountymo.gov

1.21

If it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new/necessary modifications.

1.22

Any/all solicitation questions that result in modifications will be combined into one written Addendum with answers and explanations to cover any/all new issues.

1.23

Addenda are valid only if in writing and issued by the Taney County Purchasing Department.

1.24

Any necessary Addendum will be emailed as close as possible to the day following the question submission deadline to all parties who had previously been part of the original Direct Bid Invitation email or had made email contact during the open questioning timeframe.

1.25

When an Addendum is necessary, Bidders are required to formally respond. Follow the instructions as indicated in the Addendum.

1.26

Any necessary Addendum will be posted on the Taney County website with the original solicitation. An indication will be in red and placed at the end of the affected proposal.

1.27

Award of Contract: Multiple awards may be made on the basis of a primary, secondary, and tertiary vendor. The primary vendor 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 vendor, then tertiary vendor. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other vendors when it is in the best interest of the County.

1.28

Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFP and response. The RFB and response documents submitted by the successful Bidder will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: _____" at the bottom of the page after completing said page. Any responses not complying with this condition may be considered non-responsive.

1.29

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 should be answered. If not applicable, the section should contain "N/A."

Bidder's Initials

1.30

Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at <u>www.taneycounty.org</u>. (Purchasing Department Page.) If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results.

1.31

Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of responses.

1.32

Rejection or Correction of 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 the County's discretion whenever it is determined to be in the best interest of Taney County, Missouri.

1.33

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.

1.34

Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

1.35

Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure to any person or firm that requests it. Requests for copies of responses, must be made through the Taney County Clerk's Office (417-546-7202) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

Section 2. SPECIFICATIONS

The Taney County Purchasing Department will accept and review responses to this RFB in an effort to complete the purchase of the following term & supply service:

To provide secondary & tertiary auto body repair services for certain Taney County vehicles on an as needed basis, which includes ongoing and unpredictable needs regardless of County insurance coverage.

For questions concerning the below listed specifications, or any other technical questions, please feel free to contact:

Department Contacts:

Devin Huff, Administrator Taney County Road & Bridge 417-546-7268 (off) / 417-527-2733 (cell) <u>devin.huff@taneycountymo.gov</u> Brad Daniels, Sheriff Taney County Sheriff's Department 417-546-7278 (off) / 417-294-3164 (cell) <u>brad.daniels@taneycountymo.gov</u>

Bidder's Initials

Please check (\checkmark) off the appropriate box to indicate compliance with the specifications. The County will always look for 100% COMPLIANCE. These "SPECIFICATIONS" and "STANDARD TERMS AND CONDITIONS" are critical to all County solicitations. If after reviewing each of the following items a potential participant is not able to comply with ALL requirements, reconsider whether to submit a bid response to the solicitation. All "D" check (\checkmark) marks will be considered toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and may disqualify.

C = Comply with item. (In some cases this will serve as a simple acknowledgement.) D = Do not / cannot comply with item.

- C D
- 2.1 Responding Vendors must be operating an automotive type repair business and able to offer repair facilities, at your business, within a 30 mile radius limit to Forsyth, Missouri.
- _____ 2.2 The County will deliver vehicles in drivable condition to the Bidders' facility to be repaired. The Awarded Contractor shall be responsible for towing the vehicles that are not in drivable condition to their shop. The bidder must have a complete body shop meeting the following minimum requirements: paint booth, automotive frame straightening machine with qualified operator (on-site or under contract), and a secure storage area for County vehicles, acceptable to the County, for vehicles containing electronic equipment.
- 2.3 By submitting a bid, a Contractor receiving an award agrees to assume full liability and responsibility for all vehicles and contents, (including radios and other standard or installed equipment), placed in its custody by the County under this contract. All County vehicles, under repair, held overnight, shall be held in a secure area.
 - 2.4 The vehicles serviced by the Awarded Contractor must be cleaned, inside and out, prior to return to the County. This shall include: removal of all paint overspray, dust and/or debris etc.
- 2.5 Contractor Qualifications and Experience: Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three (3) 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 mechanic repair service within the preceding 36 months. (Please use a separate sheet to supply references.)
 - 2.6 Each department utilizing this contract will make known a "Point of Contact" to review / approve specific information before work begins. The representative(s) shall decide all questions that may arise as to the quantity, character and quality of services performed or to be performed pursuant to this contract.
 - 2.7 Please submit pricing for the following COUNTY-WIDE vehicle categories:
 - Automobiles, SUV's and Pickup Trucks

PRICING FORM

Bid Item	Description: Autos, SUV & Pickups	Unit Price	
1.	Standard Labor Rate Per Hour – Paint	\$	/Hour
2.	Standard Labor Rate Per Hour – Body Work	\$	/Hour
3.	Standard Labor Rate Per Hour – Mechanical	\$	/Hour
4.	Materials/Parts Cost Plus % Markup		%
5.	Cost for mobile estimates	\$	
6.	Name of Parts Price List Used for Items 1-4		

Describe the warranty for body finish repairs:

 	2.8	The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized, reasonable, index which permits both upward and downward escalation. Include written support documentation if offering this clause.
 	2.9	Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause WILL be rejected.
 	2.10	CONTRACT PERIOD – Any Term and Supply Contract resulting from this solicitation will have an initial term of one year and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the County in writing prior to a renewal term. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.

NOTE: Bidders must procure and maintain, at a minimum, the following policies of insurance against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the subject matter of the request for bid: (1) workers' compensation insurance for all employees as required by state law; (2) comprehensive general liability insurance in an amount not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury and property damage, including accidental death; (3) automobile liability insurance during the term of the Agreement not less than \$500,000 per occurrence and \$3,000,000 in aggregate, covering both bodily injury, including accidental death, and property damage to protect themselves from any and all claims; and (4) insurance for loss of materials, supplies, tools and equipment during the term of the Agreement in an amount which will adequately cover the potential loss or damage to such items. The bidder shall furnish the County with Certificates of Insurance establishing the insurance requirements as set forth in this section. Each policy of insurance must contain a thirty (30) day mandatory cancellation notice.

Bidder's Initials

Bidder's Initials

3. STANDARD TERMS AND CONDITIONS

- C D ______ 3.1 The awarded bidder shall furnish the goods or services described in Section 2. Specifications.
 - _ _ _ 3.2 All pricing MUST remain in effect, without increase, for at least one year from the date of the effective date of the awarded contract. Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as the County is exempt.
- _____ 3.3 The County will not be required to purchase any/all from a specific vendor, nor be held to any minimums/maximums, even if quantities are listed within the RFB or response.
- _____ 3.4 Total bid price MUST include delivery to the address set forth in Section 2. Specifications. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid.
- _____ 3.5 Include an updated W-9 form with company information and signature, with formal, legal, company name.
- _ ____ 3.6 The Taney County Commission has the right to accept or reject any part or parts of all bids, to waive any informalities or 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.
- _ _ _ 3.7 Bidders must use the bid forms provided, must return the completed bid and bid sheets, provide the unit price, quantity and extended totals, and sign the bid.
 - 3.8 When products or materials of any particular manufacturer are mentioned in specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
- 3.9 The delivery date shall be identified by specific date, unless otherwise indicated.
 - 3.10 The County Commission reserves the right to cancel all or any part of an order if delivery is not made or work is not started or completed as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
- 3.11 The County may utilize state or federal grant funds in the procurement of goods and services which may require a provider of goods or services to comply with certain state or federal laws, rules and regulations applicable to the funds and may require inclusion and compliance with certain contract clauses required by the state or federal government to an agreement with the County. Any questions regarding the applicability of state or federal requirements should b directed to the Purchasing Department.
- _ _ 3.12 In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.13 Should an audit of invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charge to the County above the contract terms, the Contractor shall issue a refund check to the County for any over-charges within 30 days of notification.
 - 3.14 **Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Taney County, Missouri.

Yes_____ No_____

4. FINAL COMPLIANCE CHECKLIST

 $(\mathbf{x}) = A_{0} \mathbf{x}_{0} \mathbf{x}_{0}$

By using the below table as a checklist you will help to insure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with <u>all</u> of the below listed requirements or it may <u>not</u> be included for consideration. <u>Use a checkmark (\checkmark) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified.</u> Please call or email me with any questions pertaining to these requirements or any other written instructions.

Nikki Lawrence, Director of Purchasing Office: 417-546-7281 / FAX: 417-546-3931 nikki.lawrence@taneycountymo.gov

(*)	= Acknowledge intent to comply with the following item:		
ITEM #	FINAL COMPLIANCE CHECKLIST		
6.1	The County will not accept any late proposals. Late packages will not be opened or returned.		
6.2	No fax or electronic transmitted proposals will be accepted.		
	Please include a current/signed W-9 form with your company information. Taney County Accounts Payable Department cannot process payment(s) without a current W9. The name and address on your W9 will be used as the formal name/address on any subsequent post-award Agreement.		
6.4	Remember to sign the mandatory proposal sheet. Missing signatures WILL disqualify.		
6.5	Un-readable responses, including an unreadable email address, <u>WILL</u> disqualify.		
6.6	Submit the original bid response plus three complete copies of the bid response. Please indicate copies versus original. One sided copies <u>ONLY - no</u> double-sided responses.		
6.7	ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page. Incomplete responses may result in disqualification.		

<u>NO BID RESPONSE FORM</u>: Completion of this form is optional and is included within solicitations as an additional tool to improve future solicitation processes. If you, or your company, have decided not to participate and *not* offer a proposal, please complete the below form and return it to the Purchasing Department by email.

RFB #202212-515 Auto Body Repair Services – Secondary & Tertiary

Business Name:		
Address:		
Telephone:		
Contact Person:		
Date:		
Reason(s) for not Submitting:		
Would you like to be re	moved from our list(s) for future proposals/bids? (Yes orNo.)	



ATTACHMENT I Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq. For all Agreements in excess of \$5,000.00. Effective January 1, 2009

Before me, the u	ndersigned Notary Public, in and for the County of	
State of	, personally appeared	(Name)
who is	(<i>Title</i>) of	

(Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

	Signature	_
	Name:	_
Subscribed and sworn to before me	this day of,	<u> </u>
	Notary Public	
My commission expires:		
	Page 11 of 12	Bidder's Initials



ATTACHMENT II You are required to submit your E-Verify Signature Page with your bid submission (See SAMPLE below)

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E- Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe	
Name (Please type or print)	Title
Electronically Signed	01/01/2009
Signature	Date
Verification	
Department of Homeland Security –Division	
USCIS Verification Division	
Name (Please type or print)	Title
Electronically Signed	01/01/2009
Signature	Date