



**COUNTY OF COLE
JEFFERSON CITY, MISSOURI**

REQUEST FOR BID

**2020-23: SHERIFF'S DEPARTMENT
VEHICLE FLEET MAINTENANCE**

SUBMISSIONS SHALL BE ACCEPTED UNTIL

THURSDAY, JULY 30 at 3:00 P.M. CENTRAL

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments and the contents of any Addendum released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR BID

Sealed bids will be accepted by the Cole County Commission for consideration in provision of the following:

2020-23 SHERIFF'S DEPARTMENT VEHICLE FLEET MAINTENANCE

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 3:00 p.m. on Thursday, July 30, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecountypurchasing.org or by contacting Jessica Bryant at jbryant@colecounty.org or (573) 634-9168.

NEWS TRIBUNE: July 5, 12, 19
Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

COMMISSION
(573) 634-9110

PURCHASING
1736 SOUTHRIDGE DRIVE
JEFFERSON CITY, MISSOURI 65109

PURCHASING
(573) 634-9168

REQUEST FOR BID

1.0 OVERVIEW

- 1.1 **NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the Terms and Conditions of bidding and any special conditions set forth herein.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled "EXCEPTIONS".

- 1.2 **QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jessica Bryant
jbryant@colecounty.org

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document. Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.3 **ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County's response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecounty.org. An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County.

All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum thereto. No other means of communication, whether written or oral, shall be construed as a formal or official response or statement. The County assumes no liability if a respondent fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

- 1.4 **SUBMISSION REQUIREMENTS.** A fully executed response, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall be:

- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- complete and signed by an official authorized to obligate the agency or company submitting the bid;
- inclusive of (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender without exception.

- 1.5 BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Thursday, July 30 at 3:00 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.
- 1.6 ADVICE OF AWARD.** Award notification letters, along with a bid tabulation summarizing responses received, will be sent via email to all parties that submitted a response upon bid award by the Cole County Commission.

2.0 TERMS AND CONDITIONS

- 2.1 INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.
- 2.2 RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.
- 2.3 WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.
- 2.4 VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.
- 2.5 RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.
- 2.6 EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent. Any such exception shall be clearly identified and described in full detail in the respondent's submission. Exceptions will be evaluated and accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.

- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to info@colecounypurchasing.org and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If the bidder has any questions which arise concerning the true meaning or intent of the Plans, Specifications or any part thereof, which affect the cost, quality, quantity, or character of the project or service, he shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounypurchasing.org. Failure to have requested an addendum covering any questions affecting the interpretations of the Plans and Specifications shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the Plans and Specifications. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular material or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **BID FORMS.** Bids made on other than the bid form furnished by Cole County will not be considered. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection.
- 2.11 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.12 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County.
- 2.13 **PRICES.** Prices must be stated in units of quantity specified and must be firm
- 2.14 **FUNDS.** Financial obligations of Cole County payable after the first fiscal year the system is in place are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to Cole County.
- 2.15 **DEFAULT.** In case of default by the bidder or contractor, the County of COLE will procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
- 2.16 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.

- 2.17 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.18 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order if delivery is not made or work not started as guaranteed.
- 2.19 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.20 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.21 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.22 **INSURANCE REQUIREMENTS.** The successful respondent must submit proof of General Liability for Repair Shops or Garage Liability coverage for a limit of one million dollars (\$1,000,000) and include Garage Keepers Legal Liability limit, (primary basis) of a three hundred thousand dollar (\$300,000) minimum, workers’ compensation, and employer’s liability. Proof of said insurance will be required after bid award and before the contract is signed.
- 2.23 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, the City of Jefferson and/or other Cities within the boundaries of Cole County may or may not request an unknown quantity of goods or services under this bid during the bid period or resulting agreement period at the same prices, terms and conditions stated herein.

It is agreed and understood that each participating political subdivision will make its own separate contract with the successful bidder, that each participating political subdivision shall only be liable to the successful bidder for materials or supplies contracted for by each political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful bidder shall be required to bill each participating political subdivision directly for those materials or supplies for which it has purchased.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

3.0 SCOPE OF WORK

3.1 **OVERVIEW.** It is the intent of Cole County to secure pricing for oil changes and tire/general maintenance for the Sheriff's Department fleet vehicles. The successful respondent, hereinafter referred to as "contractor," shall perform all services necessary to maintain the fleet vehicles in optimum working condition and shall provide all supplies, personnel, equipment, tools, materials, supervision, and other items as necessary to perform the service contemplated herein.

3.2 **TERM OF CONTRACT.** It is the intent of Cole County to establish a one-year contract with the inclusion of an option for renewal under the same terms and conditions, if mutually agreeable to both parties, for up to two (2) additional one (1) year periods with an annual price adjustment allowance not to exceed three percent (3%). No pricing increase will be accepted without the written approval of the County. The initial contract start date will be determined after approval of the agreement by the Cole County Commission.

The contract shall terminate absolutely and without further obligation upon 30 days written notice by either party or at such time as appropriated funds are no longer available to satisfy the obligation of Cole County under the contract.

3.3 RESTRICTIONS

3.3.1 BIDDER QUALIFICATIONS.

- A. Respondents must have the ability to perform all required maintenance and repair services outlined herein; the County will award this contract as "ALL OR NOTHING." Any response not containing pricing for all services outlined on the Bidder Response Form will be rejected.

3.3.2 CONDITIONS ON REQUIRED SERVICES

- A. In the event any County-owned vehicle must stay at the contractor's facility overnight, the contractor must have the ability to secure said vehicle inside unless alternate arrangements have been made with County staff beforehand.
- B. Due to staffing and equipment restraints, County vehicles must receive top priority attention at all times with vehicle maintenance completed as soon as possible, defined under normal circumstances as 24-hours or less for common repairs and routine maintenance.
- C. All replacement parts shall be new, if not discussed and approved otherwise by the County prior to service, and meet or exceed the manufacturer's requirements by being either high quality aftermarket parts, as approved by Cole County in writing, or OEM parts. No parts, accessories, or supplies shall be used which might void any vehicle manufacturer's warranty.
- D. The Sheriff's Department is active on a 24/7 basis and desires the most comprehensive hourly coverage possible. Normal hours of business operation shall be continuous "standard business hours" daily, Monday through Friday (except for recognized holidays).
- E. Bid prices shall be fixed for a minimum period of one year.

F. All charges shall be submitted to the County (for each visit, for each vehicle) outlining the following:

- Vehicle VIN
- Date work performed
- Vehicle mileage at time of service/repair
- Date/time in and date/time out or completed
- Detail type of service, hours, materials used, and the cost associated with each.

Further, the successful respondent MUST keep records by VIN, accessible to the County at any time, outlining the maintenance and service performed for each vehicle. These shall be kept for the life of the contract and turned over to the County at any such time said contract shall be terminated.

3.4 **SERVICE.** The following outlines the specific requirements to be included in each bid upon service:

3.4.1 **OIL CHANGES.** Oil changes will be set up as an appointment and must include the following:

- New Oil (up to 7 quarts)
- New Oil Filter
- Check and fill all fluid levels (including differentials & transfer case.)
- Check air pressure in tires and add if needed.
- Check air filter
- Check serpentine belt/fan belt.
- Check windshield wipers.
- Check radiator and heater hose.
- Check radiator fluid for proper mixture of anti-freeze and add if needed.
- Check exterior lights.
- Rotate tires every other oil change.
- Oil changes should be completed within two hours of receiving the vehicle for maintenance.
- Vehicles must be placed on a rack during each oil change to allow inspection of the undercarriage.

3.4.2 **TIRE MAINTENANCE.** Tires will be provided. The County is requesting firm pricing for the following services:

- Removal of tires.
- Mounting of tires.
- Balancing of tires.
- Rotation of tires.
- Tire repairs.
- Disposal of used tires.
- Valve stems.

3.4.3 **MAINTENANCE COSTS.** All repair estimates must be submitted to and approved by the County prior to the start of work per the established rates, discounts and labor and time guide manufacturer. Unauthorized repairs will not be paid.

- Hourly maintenance and repair service rate.
- Bids must include the shops current labor and time guide manufacturer.
- Parts mark-up as a percentage over shop cost.
- Parts: The garage winning this bid will be required to call three businesses and purchase the part(s) from the least expensive of the three.

3.4.4 **QUALITY OF WORK.** The Contractor shall guarantee and warrant that all material that will be furnished and all services that will be performed under this contract will be free from defects in material and workmanship and will conform to the requirements of this contract for a period of ninety (90) days or 4,000 miles, whichever occurs first. The Contractor shall remedy all such defects at its own expense after notification by the County.

BID NUMBER 2020-23
SHERIFF'S DEPARTMENT FLEET VEHICLE MAINTENANCE
BIDDER RESPONSE FORM

	<i>Firm Price</i>
Oil Change	\$
Removal of Tires	\$
Mounting of Tires	\$
Balancing of Tires	\$
Tire Rotation	\$
Tire Repair	\$
Disposal of Used Tires	\$
Valve Stems Cost	\$
Hourly Service Rate	\$
Parts mark-up as a percentage over shop cost	%

- Other hourly considerations/fees that may be imposed (attach additional pages if necessary). Any fees must be fully outlined in your submission or will not be accepted:

Cole County WILL NOT agree to any of the following charges:

- Delivery costs for parts
- EPA fees
- Cleaning Supplies
- Shop fees
- Diagnostic fees
- Restocking fees
- Storage fees of any type

- State the current labor and time guide manufacturer:

- State shop hours:

- Willing to honor this pricing for other County vehicles (this will NOT be an evaluation factor)? Y / N

 Company Name

 Primary Contact for Questions

 Primary Contact Email Address

BID NUMBER 2020-23
SHERIFF'S DEPARTMENT FLEET VEHICLE MAINTENANCE

REFERENCES

For the purpose of verifying quality of service, please list three (3) customer references for which you have provided a service of similar size and scope to what is being contemplated herein. You may attach additional sheets if necessary.

REFERENCE ONE

Government/Company Name: _____

City/State: _____

Contact Person/Title: _____

Phone: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

City/State: _____

Contact Person/Title: _____

Phone: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

City/State: _____

Contact Person/Title: _____

Phone: _____ Contract Period: _____

Scope of Work: _____

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____
