

COUNTY OF COLE – MISSOURI



REQUEST FOR BID

2021-15: ENCLOSED TRAILER

SUBMISSIONS SHALL BE ACCEPTED UNTIL

THURSDAY, APRIL 29 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 my offer 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 unless detailed otherwise in my submission in a section clearly titled "EXCEPTIONS". (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 offers will be accepted by the Cole County Commission for consideration in provision of the following:

2021-15 ENCLOSED TRAILER

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, MO 65101 until 3:00 a.m. on Thursday, April 29, 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.colecounty.org or by contacting Jessica Bryant at (573) 634-9168.

NEWS TRIBUNE: April 4, 11, 18
Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION

PURCHASING

311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MISSOURI 65101

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 for the provision of one (1) 8.5 ft. x 16 ft. V-nose enclosed trailer.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this project. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are requested to prepare an offer in response to this invitation 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” and certify that if awarded a contract, will make no claim against the County based upon unfamiliarity of or misunderstanding of the specifications.

- 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@colecouny.org

As of the issuance date of this invitation and continuing until the final date for acceptance of submissions, **all respondents or potential respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this invitation except as otherwise permitted by this bid document.** Respondents should not otherwise ask any County official or employee 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 invitation via the issuance of addenda, which will be posted at www.colecounty.org. All issued addenda are incorporated by reference as if fully set out herein. Respondents are cautioned that the only official position of the County is that which is issued 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.

An addendum may contain information that could affect bid responses. It shall be the responsibility of the respondent to verify whether addenda have been issued prior to submitting an offer and to incorporate that information into their response; the County assumes no liability for respondents’ failure to do so. Further, 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 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers at 311 East High Street, Room 200, Jefferson City, Missouri on Thursday, April 29 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.
- 1.5 **ADVICE OF AWARD.** Upon bid award by the Cole County Commission, award notification letters with a bid tabulation summarizing responses received will be sent via email to all parties that submitted a response to this invitation.

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 **MODIFICATION/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 appears 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 the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.

- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. 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 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain "like or similar" product(s) and/or service(s) to that which has been specified herein when use of such product or service is deemed in the best interest of the County of Cole
- 2.11 **BID FORMS.** Bids made on anything other than the official bid form(s), if furnished by Cole County, will render the bid informal and may cause its rejection.
- 2.12 **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.
- 2.13 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Pricing submitted shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents.
- 2.14 **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 successful respondent upon request.
- 2.15 **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.
- 2.16 **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 or service if delivery is not made or work not started as guaranteed.
- 2.17 **DEFAULT.** The County reserves the right to cancel any or all of an order or contract if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must contact the County

to notify of said delay and arrange an alternate schedule if agreeable to the County. In case of default by the bidder or contractor, the County may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

- 2.18 **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.
- 2.19 **SHIPPING.** Deliveries shall be F.O.B. destination freight prepaid to Jefferson City, Missouri and included in pricing.
- 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 **EVALUATION.** The County’s sole purpose in the evaluation process is to determine from among the responses received which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 2.22 **BASIS OF AWARD.** Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County.
- 2.23 **SUCCESSFUL RESPONSE AS PART OF CONTRACT.** Responses received in response to this solicitation, at the County’s discretion, may be incorporated into the awarded contract and may serve as basic terms and conditions for the ultimate contract. Therefore, applicants are advised that, if successful, they will be held responsible for levels of services proposed at the funding levels quoted. The County reserves the right to not execute a contract following this solicitation and to negotiate modifications or revisions to any awarded contract.
- 2.24 **ASSIGNMENT.** The selected company shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the company of its obligations under this Contract unless specifically stated in writing by the County.
- 2.25 **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.
- 2.26 **CHANGE ORDERS.** The final contract between Cole County and the successful respondent will include, by reference, the awarded party’s response and the specifications of this invitation. The County may make changes within the general scope of these specifications and/or the contract resulting from this solicitation, yet all departures from the accepted plans and specifications will be considered unauthorized unless the awarded party has obtained a change order, signed by the Cole County Commission, authorizing and directing such changes or departures. All unauthorized work, and the correction of such work, shall be at the successful respondent expense. No other individual is authorized to modify the contract in any manner.

2.27 **COLLUSION CLAUSE.** Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the offers of such Respondents void.

2.28 **INDEMNITY AGREEMENT.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

2.29 **COMPLIANCE WITH EMPLOYMENT LAWS.** In connection with the furnishing of supplies or performance of work under this Contract, the company agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder. Respondents are informed pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5000.00), the successful bidder shall, by sworn affidavit and the provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful Respondents shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

2.30 **COOPERATIVE PROCUREMENT.** Respondents may choose whether or not to participate in cooperative purchasing. Various State Agencies, City, and County Offices 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 respondent, that each participating political subdivision shall only be liable to the successful respondent for materials or supplies contracted for by that political subdivision without any liability for purchases contracted for by any other participating political subdivision, and each successful respondent 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.

2.31 **CONTRACT TERMINATION.**

2.31.1 **TERMINATION FOR DEFAULT.** If, through any cause, the awarded party shall fail to fulfill, in a timely and proper manner, its obligations under the contract resulting from this

solicitation, or if the awarded party shall violate any of the covenants, agreements, or stipulations of said contract, Cole County shall thereupon have the right to terminate this contract for cause by giving written notice to the awarded party of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the awarded party under this contract shall, at the option of Cole County, become its property, and the awarded party shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The awarded party shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding, the awarded party shall not be relieved of liability to Cole County any damages sustained by the County by virtue of any breach of the contract by the awarded party, and the County may withhold any payment to the awarded party for the purpose of mitigating its damages until such time as the exact amount of damages due the County from the awarded party is determined.

If after such termination it is determined, for any reason, that the awarded party was not in default, or that the awarded party's action/inaction was excusable, such termination shall be treated as a termination for convenience.

2.31.2 TERMINATION FOR CONVENIENCE. The performance of work under the contract resulting from this solicitation may be terminated by Cole County in whole or in part at such time that the Cole County Commission determines that such termination is in the best interest of Cole County. Any such termination will be affected by delivery to the awarded party of a letter of termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the awarded party will:

- Stop work on the contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under contract not terminated.
- Complete on schedule such part of the work as will not be terminated.

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: _____

MINIMUM SPECIFICATIONS
2021-15, ENCLOSED TRAILER
ONE (1) 8.5 Ft. X 16 Ft, V NOSE ENCLOSED TRAILER

Mandatory – Marked with “M”

Desirable – Marked with “D”

MODEL AND YEAR OF TRAILER: _____

COMPONENTS:

STANDARD EQUIPMENT:

YES	NO	
_____	_____	M – Trailer to be 8.5 ft. x 16 ft. inside
_____	_____	M – Trailer to have a 36” slant wedge nose
_____	_____	M – Total trailer length 21 feet
_____	_____	M – Trailer to have a six-foot six-inch ceiling height
_____	_____	M – Rear door to be ramp style ¾ inch ply wood
_____	_____	M – Exterior to be .30 screwless aluminum covering
_____	_____	M – Interior floors and walls to be covered in ¾ inch ply wood
_____	_____	M – Deck length 16 feet, not including the slant front
_____	_____	M – Trailer to include a side entry door – 32 x 78 with bar lock
_____	_____	M – One pair Flo-thru wall vents
_____	_____	M – One roof vent factory installed
_____	_____	M – Tires 16 inch wheels and 10 ply tires
_____	_____	M – Rims steel
_____	_____	M – Trailer capacity 10 thousand pound GVW
_____	_____	M – Axles two 5000 lb., axle single tire
_____	_____	M – Torsion suspension axles
_____	_____	M – Brakes, Electric on both axles
_____	_____	M – Main frame to be min. 2x6 tube steel main rails
_____	_____	M – Hitch to be 2 5/16-inch ball
_____	_____	M – Unit to have two interior LED dome lights with switch
_____	_____	M – Lights to be LED and meet all DOT standards
_____	_____	M – 7-way RV style trailer plug
_____	_____	M – Color to be Charcoal Gray or White
_____	_____	M – 6 D ring on the floor for equipment
_____	_____	M – Racks needed for trimmers and blowers on the walls

BIDDER RESPONSE FORM
BID NUMBER 2021-15
ONE (1) 8.5 Ft. X 16 Ft, V NOSE ENCLOSED TRAILER

A. Manufacturer of Trailer & Years: _____

B. Statement of Warranty: _____

C. Total Trailer Cost: \$ _____

Do you agree to cooperative procurement (Section 2.30)?*

YES ___ NO ___

*Not an evaluation factor

I/We undersigned do hereby certify that the information presented in this bid is true and accurate and agree to provide the specified equipment to the Cole County Maintenance Department.

Typed Name of Bidder

Signature of Authorized Representative