



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Marlene Ridgway, Buyer
Phone: (573) 886-4392 – Fax: (573) 886-4390
Email: mriddgway@boonecountymo.org

Bid Data

Bid Number: **55-05AUG03**

Commodity Title: **Fencing and Appurtenances Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY – AUGUST 5, 2003**
Time: **1:25 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **TUESDAY – AUGUST 5, 2003**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Conditions of Bidding**
- 2.0: Primary Specifications**
- 3.0: Response Presentation and Review**
- 4.0: Response Form
Standard Terms and Conditions
“No Bid” Response Form**

1. **Introduction and General Conditions of Bidding**
- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from date of award through one year with an additional two (2) one-year renewals unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** – Furnishing and Installing Fencing and Appurtenances term and supply contract.
- 2.1.1. **Quantity** – The Bid Form depicts our estimated / potential totals planned for the year 2003. Actual totals may vary.
- 2.1.2. **Contract Duration** - The contract shall be effective from the date of issuance through September 30, 2004. This contract is subject to renewal annual for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.1.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.1.2.2. **Contract Documents** – The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

2.2. MINIMUM MATERIAL SPECIFICATIONS AND TECHNICAL REQUIREMENTS

- 2.2.1. **Scope of Work and General Materials**
- 2.2.1.1. Installation of woven wire fencing with one strand of barbed wire complete in place.
- 2.2.1.2. Installation of woven wire fencing with two strands of barbed wire complete in place.
- 2.2.1.3. Installation of 4-strand barbed wire fencing.
- 2.2.1.4. Installation of 5-strand barbed wire fencing.
- 2.2.1.5. Installation of 48 inch Non-Climb Horse fencing, with optional kick board.
- 2.2.1.6. Installation of 60 inch Non-Climb Horse fencing, with optional kick board.
- 2.2.1.7. Installation of channel crossing fencing with provided approved plans from Boone County.
- 2.2.1.8. Installation of water crossing gates with provided approved plans from Boone County.
- 2.2.1.9. Installation of entrance gates with provided approved plans from Boone County.
- 2.2.2. **Product Specifications**
- 2.2.2.1. **Woven Wire** - ASTM A392, top and bottom wire 10 gauge, filler wire 12.5 gauge at 6 inch spacing, wire height 47 inch with a weight of 286 pound per 20 rod roll.
- 2.2.2.2. **Barbed Wire** - 12.5 gauge 4 point barbs at 5 inch on center, ASTM A121 Class 1 zinc coating with a weight of 87.75 pounds per quarter mile.
- 2.2.2.3. **Non-Climb Horse Fence** - Top and bottom wire 10 gauge, filler wire 12.5 gauge at 2 inch x 4 inch mesh spacing, wire height 48 inches with a weight of 122 pounds per 100 foot roll.
60 inch wire height shall have a weight of 151 pounds per 100 foot roll.
- 2.2.2.4. **Posts** -
Southern yellow pine with pentachlorophenol treatment to 8.0 pounds per cubic foot retention. Boone County understands that the treated lumber will only be sold through the end of 2003. Boone County reserves the right to amend this contract to include other material as it becomes available.
Corner posts 7 inches in diameter at top x 8'-0".
Brace posts 6 inches diameter at top x 8'-0".
Line posts may be standard steel T-posts - 6'-0" or 4" diameter x 8'-0" wood. T-posts shall have a minimum of 12" in ground and wood posts must have a minimum of 30" in ground.
Non-climb Horse fence shall have 4" diameter x 8'-0" wood line posts 14" O.C., with a minimum of 30" in ground.
- 2.2.2.5. **Bracing** -
4-inch yellow pine with 9 gauge galvanized tie wires
2-inch galvanized pipe or u-channel post
1 1/2-inch x 6-inch rough cut pine board, optional for non-climb horse fence.
- 2.2.2.6. **Concrete** - ASTM C94, commercial mix Portland cement concrete, 3,500 psi @ 28 days for post footings.

2 Primary Specifications (cont.)

- 2.2.3. **Installation**
- 2.2.3.1. Wood corner, end, brace, gate and pull posts shall be set in concrete with a minimum diameter of 18 inches to a depth of 3.5 feet.
- 2.2.3.2. Posts shall be set plumb, true to line and grade.
- 2.2.3.3. Corner post assemblies shall be set at all horizontal angle points greater than 15 degrees in the line of the fence.
- 2.2.3.4. Pull post assemblies shall be set at all vertical angle points greater than 15 degrees but at not greater than 660 foot intervals.
- 2.2.3.5. Woven wire, non-climb horse fence and barbed wire shall be pulled taut by approved hand powered mechanical means before it is attached to any line post.
- 2.2.3.6. The bottom of the fabric shall be not more than 3" above the ground at any point.
- 2.2.3.7. Excavation along the fence shall be performed to obtain 1" minimum clearance.
- 2.2.3.8. Optional kick board shall be nailed to wood posts evenly across the top.
- 2.2.3.9. 4-strand barbed wire fencing shall be pulled taut by approved hand powered mechanical means before it is attached to any line post.
- 2.2.3.10. The bottom strand shall be 12' ± 2" above the ground at any point.
- 2.2.3.11. The distance between strands shall not vary more than ± 1".
- 2.2.3.12. 5-strand barbed wire fencing shall be pulled taut by approved hand powered mechanical means before it is attached to any line post.
- 2.2.3.13. The bottom strand shall be 9 1/2' ± 2" above the ground at any point.
- 2.2.3.14. The distance between strands shall not vary more than ± 1".
- 2.2.4. **Product Substitution(s)/Deviations** – It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
- 2.3. **METHOD OF MEASUREMENT, PROCEDURES AND BASIS OF PAYMENT**
- 2.3.1. All fencing under this project shall be measured and paid for by the linear foot and hourly rates, as per the bid form.
- 2.3.2. All appurtenances under this project shall be paid for as specified in the bid form. There may be a specialized instance where the project may go beyond items specified in Section 4. Estimates will be required from Contractor before the project begins.
- 2.3.3. Contractor will be provided project plans or the project will be field staked for clarification on each job.
- 2.3.4. **Method of Ordering** - Orders will be requested via a faxed request or plan submittal. The successful vendor will be required to confirm receipt of each request.
- 2.4. **INSURANCE REQUIREMENTS -**
- 2.4.1. **Contractor's Insurance** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Code.
- 2.4.2. **Compensation Insurance** - Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work. In case any class of employee engaged in hazardous work under this contract at the site of work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protections of their employees not otherwise protected.
- 2.4.3. **Comprehensive General Liability Insurance** - Contractor shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.4.4. **Insurance Certification** - Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the work required in the contract.

2. Primary Specifications (cont.)

- 2.5. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.6. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Marlene Ridgway, Buyer, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: 573-886-4392 Fax: (573) 886-4390 or email: mrldgway@boonecountymo.org

- 2.7. **Delivery Terms** - FOB Destination. The seller pays and bears all freight charges.

- 2.8. **Evaluation and Award** – Award will be made in the best interest of Boone County. However, the intention is to make this a multi-vendor award. In the event the primary contractor cannot meet the expected obligation in a determined time frame, the secondary contractor will be issued the project.

- 2.9. **PAYMENT** - Contractor will bill the County upon acceptance by Boone County for each project listed in Section Four of this request. Contractor must submit an invoice and charges must only include prices listed in the Contractor's bid response. No additional fees or taxes shall be included as additional charges. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents.

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "NA."
- 3.2 **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.2.3. The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing Department*.
- 3.2.4. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office or web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – 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, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – 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.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone County. Boone County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

4. **Response Form** - Submit **three (3) complete copies** of your Response in a single sealed envelope, **clearly marked on the outside, left corner** with your company name and return address, the proposal number and the due date and time.

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.7. **Pricing** (see next page)

4.8. Maximum Percentage Increase for renewal periods: _____% 2nd Year; _____ 3rd Year.

4.9. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.10. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, which has been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. Type or Print Signed Name:

4.10.3. Today's Date: _____

4. Response Form (cont.)

Description	Unit	Unit Price
Hourly Wage Rates	Hr	\$
4 - Strand Barbed Wire	LF	\$
5 - Strand Barbed Wire	LF	\$
Woven Wire w/ 1 Strand Barbed Wire	LF	\$
Woven Wire w/ 2 Strands Barbed Wire	LF	\$
48" Non-climb Horse Fence	LF	\$
60" Non-climb Horse Fence	LF	\$
Optional 1 1/2" x 6" Rough Cut Pine Kick Board	LF	\$
7" diam. x 8'-0" Wood Corner Brace	EA	\$
6" diam. X 8'-0" Wood Internal Brace	EA	\$
4" diam. X 8'-0" Wood Line Post	EA	\$
Metal T-Post - 6'-0" minimum	EA	\$
4" Yellow Pine Wood Brace with galvanized tie wires	EA	\$
2" Galvanized Pipe Brace	EA	\$
U-Channel Post Brace	EA	\$
Gate Brace	EA	\$
4' Gate	EA	\$
8' Gate	EA	\$
10' Gate	EA	\$
12' Gate	EA	\$
14' Gate	EA	\$
16' Gate	EA	\$
18' Gate	EA	\$
Rock Excavation for Corner Posts	EA	\$
Rock Excavation for Line Posts	EA	\$
Concrete for Line Posts that require rock excavation	EA	\$
TOTAL		\$

4.11.	Please provide the number of days notice must be provided prior to expected installation. _____ In the event the primary contractor cannot meet the expected obligation, the secondary contractor will be issued the project.
4.12.	It is anticipated that the county will have several projects going on simultaneously during the construction season, how many crews do you have to cover multiple projects _____ ?



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Marlene Ridgway, Buyer
Phone: (573) 886-4392- Fax (573) 886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the quotation and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.



"No Bid" Response Form

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Marlene Ridgway, Buyer
(573) 886-4392– Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 55-05AUG03 – Fencing and Appurtenances Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____