



Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Request for Bid (RFB)

Melinda Bobbitt, CPPB, Director
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Bid Data

Bid Number: **75-02DEC03**
Commodity Title: **Shop Fluids Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY – December 2, 2003**
Time: **10:25 A.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 208
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 – December 2, 2003**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 207
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**

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 us. 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 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. Bidder's 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. The 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.
- 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** - The Term and Supply Contract period shall be from January 1, 2004 through December 31, 2004 and may be automatically renewed for up to an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 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** - Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the Furnishing and Delivery of **Shop Fluids and Petroleum Products** as needed for the Boone County Public Work’s Department..
 - 2.1.1. **Standard Shop Fluids and Petroleum Products** – Section 4.7.1. through Section 4.7.18. of this request lists standard shop fluids and petroleum products the County has identified as standard items to be purchased from this contract(s). Bidders are to price each item listed. Prices will be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second and third contract period for these items.
 - 2.2. **Quantity** - All orders will be made on an “as needed basis.” The quantities specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.
 - 2.2.1. **Contract Duration** - The contract shall be effective from January 1, 2004 through December 31, 2004. This contract is subject to renew annually for two (2) additional one (1) year periods following expiration of the first contract period. Prices are subject to adjustment thereafter, effective on the renewal date, and must remain firm through the end of the renewal period.
 - 2.2.1.1. It shall be the responsibility of the Contractor to notify the County one hundred twenty (120) days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period. Price increases shall be based on nationally published price lists issued by the manufacturer. Decreases or special discounts, issued by the manufacturer, shall be reflected in immediate price reduction to the County.
 - 2.2.2. **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.
 - 2.2.3. **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.
 - 2.3. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Shop Superintendent, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.4. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Melinda Bobbitt, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Telephone (573) 886-4391 Fax (573) 886-4390, E-mail: mbobbitt@boonecountymo.org.
 - 2.5. **DELIVERY** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri 65201.
 - 2.5.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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 "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 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. We are 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 proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 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** - We reserve 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** - We reserve 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** - Our 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** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. Pricing

ITEM #	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
4.7.1.	2,750 gal.	API/CF, CF-2, CF-4, CH-4/SJ Detergent Oil, Heavy Duty Special II 15W-40 for gas and/or diesel engines. Tank capacity = 250 gallons bulk	\$	\$
4.7.2.	1,045 gal.	Universal Premium Transdraulic Detergent Oil with service rating , J20 C/D, J14C, JDT303, C3/C4, B6, Case/IH MS1207, MS1210, JIC 145, TCH, TFD. Tank Capacity = 250 gallons bulk.	\$	\$
4.7.3.	110 gal.	Anti-freeze fluid in 55 gal. drums	\$	\$
4.7.4.	60 gal.	Anti-freeze fluid in 1 gal. containers	\$	\$
4.7.5.	330 gal.	Transmission fluid in 55 gal. drums - Dexron III	\$	\$
4.7.6.	110 gal.	SAE 80-90W gear lube GL5 in 55 gallon drums	\$	\$
4.7.7.	36 Boxes	High Temperature Lithium Complex NLGI No. 2GC-Li cartridge type, 10-14 oz. per box.	\$	\$
4.7.8.	2 barrels	High Temperature Lithium Complex NLGI No. 2GC-Li, 120 lb. per barrel	\$	\$
4.7.9.	120 qts.	Transmission Fluid, Dexron III: /Mercon V - ATF	\$	\$
4.7.10.	120 qts.	Transmission Fluid, Mercon V: Synthetic	\$	\$
4.7.11.	55 gal.	SAE 50 with API service rating of CD or higher 55 Gallon Drum	\$	\$
4.7.12.	165 gal.	API-SAE 10W30 motor oil with API service rating of SJ SH 55 Gallon Drum	\$	\$
4.7.13.	110 gal.	SAE 5W30 motor oil with API service rating of SJ SH 55 Gallon Drum	\$	\$
4.7.14.	120 qts.	SAE 5W-30 motor oil with API service rating of SJ SH	\$	\$
4.7.15.	5 cases	Power Steering Fluid in 1 QT containers for Ford, General Motors and Chrysler Power Steering Units	\$	\$
4.7.16.	120 qts.	SAE 10W30 motor oil with API service rating of SJ SH	\$	\$

4.7.17.	110 gal.	Transmission Fluid, Castrol TranSynd Synthetic 50W, 55 Gallon Drum, for use in Allison Automatic Transmissions	\$	\$
4.7.18.	55 gal.	Delvac Super 1300 10W-40	\$	\$
4.7.19.		TOTAL (4.7.1 – 4.7.18.)		\$

4.7.20. Maximum Percentage Increase for _____ % 2nd Year; _____ % 3rd Year.

4.8. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.8.1. Authorized Representative (Sign By Hand):

4.8.2. Type or Print Signed Name: _____

4.8.3. Today's Date: _____

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. Delivery Date ARO: _____

4.11. Cash Discount: _____ %; Net _____ Days



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, Director

Phone: (573) 886-4391 – 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 Bid 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 bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of 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. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.