



Request for Bid (RFB)

Boone County Purchasing

601 E. Walnut, Room 209
Columbia, MO 65201

Alice Winkelman, CPPB, Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

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Bid Data

Bid Number: 24-04MAY04

Commodity Title: **Bituminous Material (EA-90 and EA-90P)**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY – May 4, 2004
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 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 – May 4, 2004
Time: 10:30 A.M.
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**

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, 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 Addendums 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 Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum 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 reject any and all bids, and to award the contract in its entirety, or in part, whichever, in its opinion best serves the interest of the County. The County reserves the right to award by "line item" or on an "all or none" basis to one bidder. 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 state contract or other governmental entities under more favorable terms.
- 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 of one (1) year from date of award, and may be automatically renewed for an additional one (1) year 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 **Bituminous Material (Emulsified Asphalt EA-90 and EA-90P)**.

All materials shall conform to Missouri Standard Specifications for Highway Construction, 1999 Edition, Section 1015, and any revisions thereto, together with the specifications contained herein. Specification sheets shall be included with bid form each Bidder for each product bid.

A certification of chemical analysis shall be provided by the Contractor and accompany each load that is delivered.

- 2.1.2. The emulsion shall remain homogeneous and usable for a minimum of thirty (30) days after delivery. The Supplier will not be held responsible for emulsion that has been frozen after delivery. The Supplier shall be responsible for the cost and disposal of rejected material, as well as any material in the county-owned tank into which the unsatisfactory material is unloaded.
- 2.1.3. Samples of emulsified asphalt shall be taken in accordance with AASHTO T40-78 (1986). Emulsified asphalt shall be tested in accordance with AASHTO T59-881.
- 2.1.4. The unit price shall include ALL delivery and unloading expenses. All delivered purchases will be in minimum full transport loads (ranging from approximately 4,500 to 6,200 gallons).
- 2.1.5. Quantities stated herein are given as a general guide for bidding and are not guaranteed amounts. The Cooperative reserves the right to increase or decrease the quantities shown in order to meet its operating requirements.

2.2. CONTRACTUAL OBLIGATIONS

- 2.2.1. **Contract Duration** – This Term and Supply Contract resulting from this Bid will have an initial term from date of award through April 1, 2005, and may be automatically renewed for an additional one (1) year unless canceled by the Purchasing Director in writing prior to a renewal term.
- 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.
- 2.2. **DESIGNEE** – Chip Estabrooks, Manager, Road Maintenance Operations, Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201. Phone (573) 449-8515.
- 2.2.1. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Alice Winkelman, CPPB, Purchasing, 601 E. Walnut, Room 209, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: awinkelman@boonecountymo.org
- 2.3. **DELIVERY** - All items will be delivered to various locations within the County of Boone on an as needed basis and as determined by the Public Works department representative.
- 2.3.1. **Delivery Terms** - FOB Destination to various locations within the County of Boone - Missouri.
- 2.3.2. **Pricing** – Contract will be awarded on a firm price for the initial one-year contract period. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.

- 2.3.2.1. **Price Increase:** It shall be the responsibility of the Contractor to notify the County sixty (60) 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.

Any price increase at renewal term must be approved by the Boone County Designee. Contractors will be allowed to adjust prices for the renewal term, provided proof of manufacturer's price increase can be furnished to the County Purchasing Office.

- 2.3.2.2. **HAZARDOUS MATERIAL:** When material furnished is hazardous material as defined by D.O.T. regulations, the following certification must be made on the bill of lading: "This is to certify that the above named articles are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to applicable regulations of the Department of Transportation."

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 herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." 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. 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 bidder's company name and return address, **the bid 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/Purchasing.
- 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 the County's 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 County use.
- 3.5.3. **Endurance of Pricing** – Bidder's 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 – BITUMINUS MATERIAL (EA-90 AND EA-90P)**

	Description	Estimated Quantity	DELIVERED UNIT PRICE/GAL (Full Transport Load Minimum)	PICKED UP UNIT PRICE/GAL (3000 gal)	PICKED UP UNIT PRICE/GAL (Full Transport Load)
4.7.1.	Emulsified Asphalt EA-90	316,900 gal	\$ _____	\$ _____	\$ _____
4.7.2.	Emulsified Asphalt EA-90P	150,000 gal	\$ _____	\$ _____	\$ _____

Specification sheets shall be included with bid from each Bidder for each product bid.

4. Response Form (Cont.)

4.9. 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 have 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.

Authorized Representative (Sign By Hand):

_____ Date: _____

4.9.1. Print Name and Title of Authorized Representative

4.10. 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

4.11. Delivery Days After Receipt of Order: _____

4.12. Maximum Percentage Increase for _____% 2nd Year



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Alice Winkelman, 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 Bid 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 may 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.



NO BID RESPONSE FORM

Boone County Purchasing

601 E. Walnut, Room 209

Columbia, MO 65201

Alice Winkelman, Buyer

Phone: (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: 24-04MAY04 – Bituminous Material (EA-90 and EA-90P)

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____