



Request For Bid (RFB)

Boone County Purchasing
601 E. Walnut, 2nd Floor
Columbia, MO 65201

Alice Winkelman, Buyer
573/886-4392 - FAX 573/886-4390
Email: awinkelman@boonecountymo.org

Bid Data

Bid Number: 39-24JUN04
Commodity Title: Lumber – Bridge Boards

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: THURSDAY, JUNE 24, 2004
Time: 10:30 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 St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

Bid Opening

Day / Date: THURSDAY, JUNE 24, 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 Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Exhibit A – Prior Experience
Standard Terms and Conditions
“No Bid” 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 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. An "Invitation For Bid" is used when the need is well defined. An "Invitation 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, 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 of one (1) year, but may be automatically renewed for two (2) additional one (1) year periods unless canceled by the Purchasing Director in writing prior to a renewal period
- 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** – A Term and Supply Contract for Bridge Lumber.
- 2.1.1. **Quantity** – Estimated Usage: 200 boards per year or 2800 lineal feet. Boone County will make a “one-time” order at the completion of the contract phase for 1,400 linear feet of either lumber specified. Additional orders shall be made on an “as needed basis” with a minimum order of 350 linear feet.
- 2.2. **MINIMUM MATERIAL REQUIREMENTS** –
- 2.2.1. **LUMBER:**
ALL LUMBER SHALL BE KILN DRIED GRADE NO. 1 YELLOW PINE / SYP and ROUGH SAWED OAK AND SHALL BE ACQ (Alkaline Copper Quaternary) TREATED AS FOLLOWS:
Pine: .40 lbs/cubic ft ACQ Treated
Oak: Treated to Refusal
Pine Posts 4”x4”x10’: .60 lbs/cubic ft ACQ Treated
- 2.2.2. **ALL LUMBER IS TO BE ROUGH SAWED. NO WARPED, BLEMISHED OR SECONDS WILL BE ACCEPTED.** Definition of “blemished” – We will not accept lumber that have knotholes that create a hole completely through the board.
- 2.2.3. **FENCE POST SUPPORT:** Similar to USP Brand, model #MP30P.
- 2.2.4. Contractor to stock, provide and/or deliver bridge lumber as outlined by the County.
- 2.2.5. Contractor to provide materials “as needed” with a 350 linear feet minimum order.
- 2.2.6. No portion of the contract shall be assigned to a subcontractor without prior knowledge and written consent of the County.
- 2.3. **Contractor Qualifications**
- 2.3.1. Contractor to be a fully authorized and licensed distributor for materials offered.
- 2.4. **EVALUATION** - Evaluation of bids will be based on prices quoted; bidder’s qualifications and previous experience; and the amount of other work being currently performed by the bidder. The County reserves the right to award the bid in the best interest of the County.
- 2.5. **Contract Duration** – The contract shall be effective from the date of issuance through June 30, 2005. This contract is subject to annual renewal for two (2) additional one (1) year periods following expiration of the first contract period.
- 2.5.1. **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.
- 2.5.2. **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.
- 2.6. **References**
- 2.6.1. Bidder shall include a minimum list of three references, from similar contracts that could attest to product delivery and reliability.
- 2.7. **Warranty** – Bidder shall warranty against material defects and warping for a period of 90 days.
- 2.8. **Designee** – Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO 65201
- 2.9. **Bid Content Contact** - Alice Winkelman, Buyer, Boone County Purchasing 601 E. Walnut, Room 209, Columbia, MO 65201- (573) 886-4392 Fax: (573) 886-4390 Email: awinkelman@boonecountymo.org
- 2.10. **DELIVERY** – Lumber shall be delivered with two (2) copies of the Invoice.
- 2.10.1. **Delivery Terms** – FOB Destination – Boone County Public Works, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201. Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
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- 2.11. **ADDITIONAL TERMS AND CONDITIONS:**
- 2.11.1 Bid evaluation will be based upon quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications or from references of past business.
- 2.12. **DEVIATIONS**
- 2.12.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should not that a descriptive product brochure of the materials being bid may not be acceptable as proper identification of deviations from the written specifications.
- 3. *Response Presentation and Review***
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- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit 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. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 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 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 – BRIDGE LUMBER

4.7.1. Initial Order – Quantity to be purchased is 1400 linear feet

	Unit Cost	Estimated Quantity	Extended Cost
4.7.1.1. ACQ PINE – (See Section 2.2.) 2 1/2" x 10" x 14'	\$ _____	350 LF	\$ _____
4.7.1.2. 2" x 8" x 14'	\$ _____	350 LF	\$ _____
ACQ ROUGH OAK – (See Section 2.2.)			
4.7.1.3. 2 1/2" x 10" x 14'	\$ _____	350 LF	\$ _____
4.7.1.4. 2" x 8" x 14'	\$ _____	350 LF	\$ _____
4.7.1.5. ACQ PINE POST – 4" x 4" x 10' (One Unit contains 96 pieces) (See Section 2.2.)	\$ _____	One Unit	\$ _____
4.7.1.6. Fence Post Support (35" length) for a 4"x4" post. (See Section 2.2.) Brand & Model Bid: _____	\$ _____	24 Each	\$ _____
4.7.1.7. TOTAL			\$ _____

4.7.2. Additional Orders during contract period, if necessary. Minimum order of 350 linear feet

	CCA PINE (price per board)	ROUGH OAK (price per board)
4.7.2.1. 2 1/2" X 10" X 14'	\$ _____	\$ _____
4.7.2.2. 2" X 8" X 14'	\$ _____	\$ _____

Response Form (continued)

4.8. Minimum discount off list price for all lumber not specified herein: _____%

4.9. Maximum percentage increase for all prices submitted for the two (2) subsequent renewal contract periods.
2nd Year _____% 3rd Year _____%

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 Invitation for Quote (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: _____

Authorized Representative Name Printed

4.11. 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

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____

2. Prior Services Performed for:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____

3. Prior Services Performed for:

Company Name: _____

Address: _____

Contact Name: _____

Telephone Number: _____

Date of Contract: _____

Length of Contract: _____



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, 2nd Floor
Columbia, MO 65201

Alice Winkelman, Buyer
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.

Boone County Purchasing

Alice Winkelman
Buyer



601 E. Walnut-Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

(Bid Number) 39-24JUN04 Lumber – Bridge Boards

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)