

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

Tyson Boldan, Buyer

(573) 886-4392 - Fax: (573) 886-4390 Email: tboldan@boonecountymo.org

Bid Data

Bid Number: Commodity Title:

12-13MAR09

Motor Grader

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: FRIDAY, March 13, 2009

1:30 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 208 Columbia, MO 65201

The Johnson Building is located on the Northeast corner at 6th Street and Directions:

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: FRIDAY, March 13, 2009

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
- Response Form

Work Authorization Certification

Debarment Form

Certification of Individual Bidder Individual Bidder Affidavit **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. 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. 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.
- 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.
 1.7. 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 Two (2) Year 2009 Model Variable-Horsepower, All-Wheel-Drive Motor Grader s with manufacturer's standard equipment and features specified below.
- 2.2. ACCEPTABLE MODELS John Deere 672G, Caterpillar 143M, or Pre-approved Equal
- 2.3. Quantity The estimated number of Motor graders the County will purchase from this contract is Two (2)
- 2.4. MINIMUM TECHNICAL SPECIFICATIONS
- 2.4.1. **Basic Operating Weight:** Minimum basic operating weight shall be 35,000 lbs. including blade, ROPS enclosed cab, bottom guard, heavy-duty rear hitch, scarifier with five (5) teeth and tool box. **Wheel weights will not be acceptable to achieve minimum basic operating weight.**
- 2.4.2. Engine: Turbo-charged diesel type, four (4) stroke, six (6) cylinder, with variable-horsepower (VHP) and fully equipped with all operating accessories. The engine shall have a piston displacement of not less than 439 cubic inches and capable of pushing and turning a 14-foot moldboard under operating conditions. The engine shall develop a minimum of 145 SAE net standard horsepower in low ranges and all-wheel drive disengaged. The engine shall develop a minimum of 170 SAE net variable horsepower in low ranges with all-wheel drive engaged. This net horsepower rating shall be at the flywheel of standard engine equipped with fan, air cleaner, turbo pro-cleaner, water pump, lubricating oil pump, fuel pump, muffler and 100 amp minimum alternator. The engine shall be equipped with a 24-volt electrical system for both starting and operation and two (2) 25 amp minimum 24 to 12-volt converters. The starting system shall be equipped with two (2) 12-volt batteries, 1400 CCA minimum and have electric intake manifold pre-heater for cold weather start and a 110-volt engine block heater.
- 2.4.3. Transmission: Direct-drive, full power shift with eight (8) speeds forward, on-the-go shifting up or down. A minimum of six (6) reverse speeds. A single lever shall control direction, speed and parking brake and includes inching pedal and internal parking brake.
- 2.4.4. **Final Drives:** Inboard-mounted planetary final drives sealed in cool, filtered oil. Operator controlled differential lock/unlock.
- 2.4.5. **Brakes:** Foot controlled, air (with air dryer) or hydraulically operated, multiple wet-disc brakes sealed in cool, filtered oil; adjustment-free. Includes spring applied, air or hydraulically released parking brake. Brakes shall be effective on right and left tandems on any surface.
- 2.4.6. **Steering:** All hydraulic power; frame articulation and crab steering.
- 2.4.7. Hydraulic System: Minimum of 54 gpm, load-sensing, pressure-controlled, variable-displacement pump. Hydraulic controls shall be equipped with control conversion (moves left hand blade lift control to right hand side.) Controls shall be spaced to allow for use of several controls at once. All hydraulic blade lift control valves and front scarifier "V" type, five (5) teeth with three (3) positions to raise, lower with float position shall be built into the hydraulic valves. Control features shall include: right blade lift, left blade lift, blade side-shift, blade tip, 360-degree circle drive, centershift, front wheel lean, and articulation. Also, shall be equipped with hydraulically operated auxiliary function control valve mounted with other hydraulic valves and with hoses run to front of grader in frame. Float shall be built into the valve. System shall include a full range of blade positioning with a hydraulically operated multi-position saddle and a locking pin.
- 2.4.8. **Front-Wheel Drive:** Automatic; includes variable displacement pump, reversible wheel motors, flow divider, free wheel at transport speeds, and operator controlled to fine-tune the speed ratio between the front and rear wheels to match changing ground conditions.

County of Boone Purchasing Department

2.4.9. Operator's Station: Full-height, sound suppressed ROPS cab per SAE J919, SAE J396 and SAE J1040C, adjustable front console with tilt steering wheel (if available), fuel level gauge, engine coolant temperature gauge, rear steer indicator, monitoring system with warning lights, selectable display for vehicle speed rpm, and direction. Turn signal indicators, four-way flasher indicators, horn instrument lights, interior cab lights, exterior review mirrors (2) SAE J965, interior review mirror SAE J965, reverse warning alarm, cloth-covered, contour air-suspension excavator style seat with arms and multiple adjustments, up and down, tilt, and forward and back with headrest, retractable 3-inch wide seat belt SAE J388, all deep tinted glass, service hour meter, wipers and washers on front and rear windshields and lower front windows, low effort foot pedals, ground-level door release, hand and foot throttle, two (2) 12-volt power ports, heavy duty factory installed air conditioning with pressurized cab, front and rear defroster fans, heavy duty heater capable of heating cab to comfortable temperature in 15 degree F outside temperature, rubber floor mat and 24-volt AM/FM stereo radio with antenna and stereo matched speakers. Cab mounted fire extinguisher.

- 2.4.10. Lighting Systems: Bar mounted front-end directional and headlights; cab mounted lights directional and headlights; work lights, front(2) and rear (4); rear LED stop lights and directional; blade work lights (2); cab pre-wired for 12-volt quad-strobe warning light system, roof lights and radio and includes a 24 to 12-Volt power converter, all switches and hardware. Front cab and rear cab mounted Peterson 420SA-1 oval amber LED sealed oval quad-strobe lighting system with synchronized and alternating triple flash pattern and includes all wiring, switches and mounting hardware.
- 2.4.11. Moldboard: Minimum of 14 ft long x 24 in. high x .87 in. thick.
- 2.4.12. **Blade Range:** Minimum lift above ground 18.9 in. Minimum moldboard side-shift right 26 in. and left 20 in. Minimum shoulder reach outside of tires right 77.9 in. and left 70.5 in. Maximum blade position angle of 90 degrees both sides. Circle 360 degree with side shift minimum right 28.5 in. and left 27.4 in.
- 2.4.13. **Dimensions:** Overall length without front scarifier 29 ft. minimum. Height to top of cab not to exceed 10 ft. 9in. Wheelbase shall be 20 ft. 1 in. minimum (front wheel to center of tandem).
- 2.4.14. Tires and Rims: Minimum of 14.00-24 non-directional radial tires on multi-piece bud-style rims.
- 2.4.15. **Miscellaneous Factory Installed Items:** Rear heavy-duty hitch with pin, bottom guards, engine side shields/doors, tool box with lock.
- 2.4.16. Add Alternate 1: Auto shifting transmission; gears 1-3 manual, gears 4-8 automatic with auxiliary switch to all manual mode.
- 2.4.17. Add Alternate 2: Sandvik or Stinger style tooth blade to fit 14' moldboard.
- 2.4.18. Option 1: Vendor shall submit a cost for the machine(s) with the front wheel assist functions deducted.
- 2.4.19. Option 2: Vendor shall supply machine costs for a JD Model 770G or a Cat 160M (Not all wheel drive) or a pre approved equal. All machines bid shall encompass the same specifications (as a minimum) as the original bid items.
- 2.4.20. Manuals: Operator's manual, parts book and service/repair manual shall be furnished with each machine upon delivery. Manuals may be in the form of CD's or DVD's.
- 2.4.21. Equipment Training: The successful vendor agrees to provide an appropriate on-site training program for a maximum of two (2) county operators and two (2) county equipment technicians in sufficient scope as to assure efficient and economical performances and maintenance of the equipment purchased.
- 2.4.22. Vendor Service/Repair Facilities: Because the maintenance and repair of this type equipment is complex and due to the critical nature of our operation, repair parts and service must be adequately and readily available. The vendor shall certify that they maintain an adequate stock of repair parts and service items within 120 miles and employs qualified service and repair technicians within the local area and available within 2 hours. The vendor shall state in the returned bid the location of the service and repair facility, parts depot, and credentials of the service and repair person(s).
- 2.4.23. **Demonstration:** Prior to awarding the bid, vendor(s) may be requested to demonstrate equipment

- on-site at the Boone County Public Works Department.
- 2.4.24. Warranty: A full machine, 7 years/7500hrs warranty shall be applied to each machine.
 - 2.5. Trade-In The intention is to trade-in two motor graders with the purchase. The trade-ins are listed on the response sheet. If you are interested in inspecting the trade-ins, an appointment must be scheduled with Greg Edington of the Public Works Department at 573-449-8515 ext (226).
 - 2.6. **Designee** Boone County Public Works
- 2.6.1. Contact Tyson Boldan, Boone County Purchasing Department 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone: 573-886-4392 Facsimile: 573-886-4390
- 2.7. **Delivery:** Units shall be delivered with Bill of Sale and Manufacturer's Statement of Origin.
- 2.7.1. **Delivery Terms:** FOB- Destination. Boone County Public Works Department, Maintenance Operations, 5551 Highway 63 South, Columbia, MO 65201
- 2.8. ADDITIONAL TERMS AND CONDITIONS:
- 2.8.1. Equipment shall be properly serviced, including grease and oil to the proper levels.
- 2.8.2. Vendor to include product literature for each proposed piece of equipment.
- 2.8.3. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and demonstration of machine. Availability of parts, speed of service, and location of service/warranty work will weigh into consideration of award.

Department

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 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.

	<u>De</u>	<u>partment</u>			
	Response Form				
4.1.	Company Name:				
4.2.	Address:	-		3.	
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 N	Jame			
	() Other (Specify)				
4.7.	PRICING	Unit Price	Qty	Extended	Price
4.7.1.	2009 Model Motor Grader	\$	2	\$	
,	ADD Alternate 2 (Automatic	Ψ	2	•	
	Transmission) as per section 2.4.16.	\$	2	\$	
	ADD Alternate 4 (14' Sandvik style tooth blade) as per section 2.4.17.	\$	2	\$	
	Option 1: Delete front wheel assist as per		_		
	section 2.4.18. Option 2: Alternate Machine as per section	\$	2	\$	
	2.4.19.	\$	2	\$	
4.8.	Cash Discount	\$		net	
			d	ays	
4.9.					
4.9.1.	Motor Grader 2002 John Deere 762CH; app DW672CH583074 (County Grader #4725)	proximately 8500 ho	urs; SN:	(\$	
4.9.2.	Motor Grader 2002 John Deere 762CH; app DW672CH583002 (County Grader #4763)	roximately 8700 hou	ırs; SN:	(\$	
4.10.	GRAND TOTAL (Minus Trade-ins, Do N or Options)	ot Include ADD Al	ternates	\$	
4.11.	Will you honor the submitted prices for pure	chase by other entition	es in Boone	e County who par	rticipate
	in cooperative purchasing with Boone Coun	ty, Missouri?			
	Yes	_ No			
4.12.	Delivery ARO:				
	13MAR09	Page		Febru	ary 23,

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):			
4.13.1.		_ Date:		
	Print Name and Title of Authorized Representative			
4.13.2				
1.13.2		_		

WORK AUTHORIZATION CERTIFICATION PURSUANT TO 285.530 RSMo (FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of)		
)ss State of)		
,		
My name is I an	an authorized agent of	(Bidder). This
business is enrolled and participates in a federal wor	k authorization program for all emp	ployees working in connection with
services provided to the County. This business does	not knowingly employ any person	that is an unauthorized alien in
connection with the services being provided. Docum	entation of participation in a federa	al work authorization program is
attached hereto.		
Furthermore, all subcontractors working on	this contract shall affirmatively sta	te in writing in their contracts that they
are not in violation of Section 285.530.1, shall not the	nereafter be in violation and submit	a sworn affidavit under penalty of
perjury that all employees are lawfully present in the	United States.	
	Affiant	Date
	D: . 127	
	Printed Name	
Subscribed and sworn to before me this day of _	, 20	
	Notary Public	
	1104417 1 40110	

(Please complete and return with Contract)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

(1)	The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exclude from participation in this transaction by any Federal department or agency.			
(2)	Where the prospective recipient of Federal assistance funds is unable certification, such prospective participant shall attach an explanation to			
Name a	nd Title of Authorized Representative			
Signatu	re	Date		

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.			
1.	I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.		
2.	I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.		
3.	I have provided a completed application for a birth certificate pending in the State of Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.		

Printed Name

Date

Applicant

AFFIDAVIT (Only Required for Individual Bidder Certification Option #2)

State of Missouri)		
County of)SS.)		
		years of age, swear upon my oa ed States government as being la	
Date		Signature	
Social Security Number or Other Federal I.D. Numb		Printed Name	
On the date above we contained in the foregoing a		appeared before me and ding to his/her best knowledge,	
		Notary Public	
My Commission Expires:			



Standard Terms and Conditions

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

Tyson Boldan, Buyer 573/449-8515 - FAX 573/875-1602

- 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.
- 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.
- Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
- 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.
- 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 601 E. Walnut, Room 209 Columbia, MO 65201

"No Bid" Response Form

Tyson Boldan, 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: 12-13MAR09 – Motor Grader

Business Name:	
Address:	
Telephone:	
Contact:	
Date:	
Reason(s) for not bidding:	

Bid #12-13MAR09

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February 23, 2009