



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE  
REQUEST FOR BID**

**Bid No.: MM59 - SODIUM CHLORIDE (SALT) – Term and Supply**

**Date Bid Issued:** April 29, 2011

**Buyer Contact Name:** Tyson Boldan, Buyer

**Phone Number:** (573) 886-4392

**Bid Closing:**

**Date:** Monday, May 23, 2011

**Time:** 1:30 P.M.

Please submit your sealed bid prior to the date and time for Bid Closing as specified above to the following office:

Boone County Purchasing

601 East Walnut Street, Room 209

Columbia, MO 65201

## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

### INSTRUCTIONS AND GENERAL CONDITIONS OF BIDDING

The Mid-Missouri Public Purchasing Cooperative, herein after referred to as Cooperative, was developed in order for its members to create volume buying through standardization of quality in order to secure a greater return for the expenditure of public funds. Only Mid-Missouri governmental agencies are permitted to become members of this Cooperative.

1. Sealed bids, subject to Instructions and General Conditions, General Provisions, and any special conditions set forth herein, will be received at the Office of the Cooperative Member Agency whose address is stated in the bid documents until the bid closing date and time indicated herein for furnishing the Cooperative Member Agencies with the material and/or list of materials, supplies, equipment or services shown on the attached sheet(s).
2. Bidders must use the bid forms provided for that purpose in submitting bids, must return the announcement and bid sheets comprising this bid, give unit price, extend totals, and must contain an original legally authorized signature. Bids must be submitted in a sealed envelope identified with the bid number and date of closing. If you do not care to bid, please return "No Bid Response Form" and note your reason. No fax or electronic transmitted bids will be accepted.
3. Identify the item(s) you will furnish by brand of manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature.
4. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, such product or material mentioned is intended to be descriptive of type or quality and not restrictive to those mentioned.
5. The right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Cooperative considers the most advantageous to the Member Agencies. Awards will be made to the bidder whose bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best bid, considering price, responsibility of the bidder and all other relevant factors. Any award of a contract will be made by written notification from the Cooperative.
  - a. The Cooperative reserves the right to award an order to the lowest aggregate bidder for all items or on an item basis, or a group of like items, whichever is found to be in the best interest of the Cooperative. If a split award is not acceptable to a bidder, it must be stated in the bid response.
  - b. In awarding the contract, the Cooperative may take into consideration the skill, facilities, capacity, experience, ability, responsibility, previous work, the financial standing of the bidder or bidders; the amount of other work being carried on by the bidder; the quality, efficiency, and construction of the equipment proposed to be furnished; the period of time within which the equipment is to be furnished and delivered; and the necessity of prompt delivery of the items herein described. The inability of any bidder to meet the requirement mentioned above may be cause for rejection of their bid.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid prices, as the Cooperative Member Agencies are exempt from them by law. Tax exemption certificates will be furnished if required.
7. The delivery date(s) or when work will start, shall be stated in definite terms, as they will be taken into consideration in making the award.

8. Cooperative Member Agencies reserve 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 Vendor or Contractor **must** notify the Cooperative Member Agency that issued the purchase order.
9. In case of any default by the bidder, the Cooperative Member Agency may procure the product or service from other sources and hold the bidder responsible for any damages incurred including, but not limited to, excess cost or handling charge. The Cooperative shall have the right to remove any bidder who defaults on any contract with the Cooperative from all bidders' lists.
10. Prices must be stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered.
11. **RECEIPT AND OPENING OF ADVERTISED SEALED BIDS:**

The bidders and public are invited, but not required, to attend the formal opening of bids. Prices will be read aloud to the public. No decisions related to an award of a contract or purchase order will be made at the opening. Due to manpower limitations, the Member Agency will not repeat prices after an opening via telephone request. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://www.showmeboone.com)., under Purchasing Department.

  - a. It is the bidder's sole responsibility to ensure that a bid is physically deposited with the Member Agency prior to the time and the date specified. Late bids will not be opened and will be rejected unopened regardless of the degree of lateness or the reason thereto, including causes beyond the control of the bidder.
  - b. All bids and tabulation sheets are kept by the Member Agency for a period of time established by regulation or statute after the award is made and is available for inspection at any time during regular working hours.
12. **WITHDRAWAL OF BIDS:**

Bids may be withdrawn without prejudice any time before the deadline for receipt of bids. If a mistake or error is discovered by the bidder or by the Cooperative after the bid opening, the Cooperative has the right to call this error to the bidder's attention and request verifications of the bid. If the bidder acknowledges the mistake and requests relief, the Cooperative will proceed in the following manner:

  - a. **Clerical Mistakes:** Any mistake which is obviously a clerical one, such as an error in price extension, or in placement of decimal points, reversal or prices, etc., may be corrected by the Cooperative after verification is made by the bidder. However, the unit price shown shall always prevail,
  - b. **Withdrawal:** Permission to allow a bidder to withdraw his bid without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest bidder and of the other bidders, a bidder may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.

Actual changes in bid pricing, terms or conditions will not be permitted after the deadline for receipt of bids.
13. The Cooperative reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another advertised date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be returned unopened to the offeror for resubmittal at the new date and time of bid closing.



## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

### GENERAL PROVISIONS

1. **BID RESPONSE:**  
The Cooperative is interested in doing business with your firm. In the event, you are unable to quote on this requirement; return of the "No Bid" Response Form will indicate your desire to remain on the Cooperative's active vendor list. In addition, please indicate the reason/reasons you are unable to participate in this solicitation.
2. **BID ACCEPTANCE:**  
A bid acceptance period of sixty (60) calendar days is required. Bids offering less than sixty (60) calendar days may be rejected.
3. **OSHA COMPLIANCE:**  
All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard Act (OSHA) published in the Federal Register. All alleged violations and deviations from said State and Federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the Bid Form at the time of submission of the bids. Or if at any later date the items or services contained herein shall not meet all applicable State and Federal requirements after the bidder is awarded the contract hereunder, the bidder must notify the Cooperative immediately by registered mail.
4. **INSPECTION AND ACCEPTANCE:**  
Inspection and acceptance will be at destination. Until delivery and acceptance, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the Cooperative Member issuing the purchase order.
5. **VARIATION IN QUANTITY:**  
No variation in the quantity of any item called for in this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
6. **COMMERCIAL WARRANTY:**  
The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Cooperative by any other clause of this contract or by law.
7. **DISCOUNTS:**  
Discount time will be computed from date of delivery at place of acceptance or from receipt of correct invoice at the office specified by the order, whichever is later. For discount purposes, payment is made when the check is mailed. Discounts will not be taken into consideration in the evaluation process if the payment discount is less than 30 days.
8. **PATENT AND COPYRIGHT:**
  - a. The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any part or invention right or copyrights involved in the items furnished hereunder.
  - b. The Contractor and its Surety shall hold and save the Cooperative and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance furnished in the performance of the contract, including its use by the Owner, unless otherwise specifically stipulated.

9. **DISPUTES:**  
If any dispute concerning a question of fact arises under this contract, other than termination for default or convenience, the Contractor and Cooperative Member Agency responsible for administration of this contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the Cooperative shall resolve the dispute and send a written copy of its decision to the Contractor and the responsible agency.
10. **TERMINATION FOR DEFAULT:**  
The Cooperative may, by written notice, terminate this contract in whole or in part for failure of the Contractor to perform any of the provisions thereof. In such event, the Contractor shall be liable for damages, including the excess cost of reprocurring similar supplies or services; provided, that if (a) it is determined for any reason that the contractor was not in default or, (b) failure to perform is beyond the Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. Termination shall be effective ten (10) days from the Contractor's receipt of notice.
11. **TERMINATION FOR CONVENIENCE:**  
The Cooperative may, by written notice, terminate this contract in whole or in part when it is in the best interest of the Cooperative. If this contract is for supplies and is to be terminated, the Contractor shall be compensated in accordance with his auditable costs to point of notification of termination. To the extent that this contract is for services and is so terminated, the Cooperative Member Agencies shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination shall be effective ten (10) days from the Contractor's receipt of notice unless a longer time period is provided in the notice.
12. **TERM & SUPPLY CONTRACT DEFINED:**  
A term and supply contract shall be deemed to mean a contract under which the supplier of articles, commodities, supplies materials, equipment, and services agrees to furnish all of the needs of the various Cooperative Member Agencies for the articles, commodities, supplies, materials, equipment, and services set forth in the Request for Bid, during the period of the contract at the unit price bid and as required from time to time by the Member Agencies, be such needs in excess of or less than the estimated quantities set forth in the Request for Bid. The contract will provide that the Cooperative Member Agencies will purchase, by issuance of Purchase Orders, such articles, commodities, supplies, materials and equipment solely from the supplier to whom the requirement contract is awarded for the contract term.
13. **FUND ALLOCATION:**  
Continuance of any resulting agreement, contract or issuance of purchase orders after a Cooperative Member Agency's fiscal year end is contingent upon the allocation of funds for the next proceeding fiscal year.
14. **OFFICIALS NOT TO BENEFIT:**  
No regular employee or elected or appointed member of any Cooperative Member Agency shall be admitted to any share or part of this contract, or to any benefit that shall arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
15. **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."
16. **DOMESTIC PRODUCTS:**  
Bidders are encouraged to offer products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.  
  
The Mid-Missouri Public Purchasing Cooperative has adopted a policy which is binding upon all members of the cooperative, and which by the contractor shall be binding upon independent contractors and

subcontractors with the Cooperative, whereby all other things being equal and when the same can be secured without additional cost over foreign products, or products of other states, a preference shall be granted in all construction, repair, and purchase contracts, to all products, commodities, materials, supplies, and articles mined, grown, produced, and manufactured in marketable quantity and quality in the State of Missouri, and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals.

17. **RECYCLED PRODUCTS:**

All bidders who wish to receive consideration on products offered with recycled materials content must properly complete, sign, and return a certification of product content with their bid.

18. **EQUAL OPPORTUNITY:**

Members of the Cooperative are equal opportunity affirmative action employers pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

19. **AMERICANS WITH DISABILITIES ACT:**

The successful contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices.

If this contract involves the contractor providing services directly to the public, the successful contractor shall make services, programs and activities governed by this agreement accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. Payment of funds under this agreement is conditional upon the successful contractor certifying to the Cooperative in writing that it is complying with the Americans with Disabilities Act and 28 CFR Part 35.



## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

PRICES SHALL BE QUOTED FOB DESTINATION

### SPECIFICATIONS for SODIUM CHLORIDE TERM AND SUPPLY

1. The Mid-Missouri Public Purchasing Cooperative wishes to purchase sodium chloride in bulk which will be used for ice and snow removal purposes. Entities participating in this request include the County of Boone, the City of Columbia and the City of Centralia. Each entity will either enter into separate contractual agreement(s) or issue blanket purchase orders. The vendor shall provide the salt materials listed below, as needed, from June 1, 2011 through May 31, 2012.

2. All Bids submitted shall be FOB Destination. Materials shall be truck delivery to the following locations:

Boone County Public Works Department, 5551 Highway 63 South, Columbia, MO;  
Boone County North Facility, 5501 N. Oakland Rd, Columbia, MO;  
Boone County Facilities Maintenance, Johnson Building, 601 E. Walnut Street, Columbia, MO;  
City of Columbia Public Works Department, 1313 Lakeview Avenue, Columbia, MO;  
City of Centralia Salt Storage Building, Ann Street, Centralia, MO 65240

3. The unit price shall include ALL delivery and unloading expenses. All delivered purchases will be in minimum loads of 1000 tons (+/- 100 tons) except for the City of Centralia (25-100 tons). The quantities listed are estimated quantities for the award period. The entities reserve the right to increase or decrease the quantities shown in order to meet its operating requirements.

Estimated annual quantities:

Boone County –	2,500 tons
City of Columbia - Public Works -	5,000 tons
City of Centralia -	75 tons

4. All Bulk salt should be received in free-flowing condition.

5. Sodium Chloride shall be furnished in bulk.

6. Sodium Chloride shall be obtained from natural deposits (rock salt) or produced by man (evaporated, solar, other).

7. The material shall contain a minimum of 94.5% Sodium Chloride (NaCl) when tested in accordance with MSHD Method T32-1-74.

8. The graduation of Sodium Chloride, when tested by means of laboratory sieves, shall conform to the following requirements:

<u>Sieve Size</u>	<u>Percentage Passing (by weight)</u>
1/2"	100%
3/8"	95-100%
No. 4	15-50%
No. 8	5-20%
No. 30	0-10%

9. Orders for Sodium Chloride shall arrive at the purchaser's delivery point in a free flowing and usable condition. The Delivery point will be an uncovered pad enclosed on three (3) sides, or in a building specifically constructed for salt storage.

10. Bidders must submit a firm price for the period **June 1, 2011 through May 31, 2012**. This contract is subject to renewal each year following the end of the first contract period, for **two (2) additional one-year periods**, based upon agreement by both parties as to pricing, delivery, etc.

11. This contract may also be cancelled by the County upon ten (10) days written notice to the vendor for non-compliance to these requirements, delivery problems, or other just cause so deemed by the entities. If the successful bidder, after being awarded the bid, cannot deliver or is unable to furnish Sodium Chloride for any reason, the Mid-Missouri Public Purchasing Cooperative reserves the right to purchase required quantities on the open market and charge the successful bidder for any difference in cost.

12. Please submit all pricing on attached Response Page. Should you have any questions regarding this bid document, please contact Tyson Boldan, Buyer, Boone County Purchasing 601 E. Walnut, Room 209, Columbia, MO 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; Email: [tboldan@boonecountymmo.org](mailto:tboldan@boonecountymmo.org)



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

**PRICES SHALL BE QUOTED FOB DESTINATION**

**VENDOR RESPONSE PAGE**

**BID PRICES:**

<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
1. <u>SODIUM CHLORIDE</u>	Tons	7,575	\$ _____	\$ _____

2. Are there any restrictions on deliveries less than 100 tons? If so, describe:

\_\_\_\_\_

\_\_\_\_\_

3. **RENEWAL INCREASES:**

Maximum increase for 1<sup>st</sup> renewal period \_\_\_\_\_%

Maximum increase for 2nd renewal period \_\_\_\_\_%

4. Delivery after Receipt of Order will be made within \_\_\_\_\_ days

5. **VENDOR:**

Will you honor the above stated bid prices for purchase by the incorporated cities and Special Road District of Boone County who participate in cooperative Purchasing with Boone County?

Cooperative Purchasing?      YES    or    NO                      Circle one



## MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

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### VENDOR RESPONSE PAGE, continued

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.

The undersigned hereby 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 a part of this order.

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City/Zip:

\_\_\_\_\_

Phone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

Federal Tax ID: \_\_\_\_\_

Corporation

Partnership - Name \_\_\_\_\_

Individual/Proprietorship - Individual Name: \_\_\_\_\_

Other (Specify) \_\_\_\_\_

When Organized: \_\_\_\_\_

When Incorporated: \_\_\_\_\_

Exempt From Tax Reporting? Yes \_\_\_\_\_ No \_\_\_\_\_

Authorized Representative Signature

\_\_\_\_\_

Print Name and Title of Authorized Representative

\_\_\_\_\_

Date: \_\_\_\_\_



**MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

**“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: MM59 – Sodium Chloride – Term and Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_