



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer
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Bid Data

Bid Number: **24-12JUN13**
Commodity Title: **Erosion Control Products Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, June 12, 2013**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash St., Room 109
Columbia, MO 65201**

Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, June 12, 2013**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash St., Room 109
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
Debarment Form
Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Standard Terms and Conditions
“No Bid” Response 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 primary contact/s 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, reliability, convenience of delivery and pickup, 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. 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. Quality and reliability may be determined by using information contained in product reviews from established publications and demonstration erosion control products. Availability of product, speed of service, and location of supply will weigh into consideration of award.
- 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. **NON-EXCLUSIVITY** - The County reserves the right to obtain "like or similar" products of this or other manufacturers, exclusive of this contract, when use of such products is deemed to be in the best interest of the County.
- 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 is seeking a supplier for the furnishing of erosion control products to include silt fence and landlok for the Boone County Public Works Department.
- 2.2. **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.
 - 2.2.1. **Contract Terms** – The first contract period shall be from **date of award through June 30, 2014**. This contract is subject to renewal annually, for **three (3) additional one-year periods** following expiration of the first contract period.
 - 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 six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.3. **REQUIREMENTS** - The county is seeking a Term and Supply contract for erosion control products. The attached Response Form of this request lists Silt Fence and Landlok Erosion Control products the County has identified as standard items to be purchased from this contract(s). Bidders shall price each item listed. Prices will be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for the second, third and fourth contract period for these items.
 - 2.3.1. The County is currently utilizing erosion control products by Carter Waters Construction Materials (<http://www.carter-waters.com/>). Carter Waters product numbers are used for informational purpose to identify product. Bidders may bid “or equal.”
 - 2.3.2. **Silt Fence:**
36” x 100’, 5’ spacing, 2” nominal posts
 - 2.3.3. **Synthetic Landlok:** 435 Erosion Control Trm 6.5’x138.5’.
Functional Longevity: Permanent
Fiber Type: Polypropylene x3 fiber
Number of Nets: 2
 - 2.3.4. **Synthetic Landlok:** S2 Erosion Control Straw, 8’x112.5’
Functional Longevity: Short-Term Degradable (+ or – 1 year)
Fiber Type: Straw
Number of Nets: 2
 - 2.3.5. **Staples for Erosion Control Fabric:**
11 GA
6” x 1” x 6”
1,000/case
- 2.4. **QUANTITY** – Approximately \$6,500.00 is spent annually on erosion control products. Quantities are estimated based on past usage for a 12-month period. Boone County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate.
- 2.5. **PICK UP & DELIVERY** – The County prefers the option of being able to pick up erosion control products from a local supplier but may accept delivery from a non-local supplier if the cost savings and delivery parameters are acceptable.
 - 2.5.1. **Delivery Terms:** FOB- Destination. Boone County Public Works Department, Tom Bass Rd., Columbia, MO 65201
- 2.6. **OTHER REQUIREMENTS**
 - 2.6.1. **Inspection:** All items delivered shall be subject to inspection after delivery. If deficient in any respect, the items shall be rejected and returned at bidder’s expense for full credit or replacement at no additional cost to the County.

- 2.6.2. **Samples:** Boone County reserves the right to request samples after bids are opened and before the award is made. When samples are called for, they must be furnished free of expense and if not destroyed in testing will, upon request, be returned at the bidder's expense. A request for the return of samples must be made within ten days following bid opening. Each individual sample must be labeled with the bidder's name and manufacturer's brand name and number.
- 2.6.3. Bidder should include descriptive product information along with their bid response.
- 2.6.4. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
- 2.7. **BILLING AND PAYMENT** – Payments will be made within 30 days of receipt of a correct monthly statement and correct material delivery. Invoices and monthly statement shall be submitted to the Boone County Public Works Department, 5551 Tom Bass Rd., Columbia, MO 65201.
- 2.8. **PRODUCT SUBSTITUTION:** All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Purchasing department to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.
- 2.9. **DESIGNEE** – Chet Dunn, Manager Road Maintenance Operations, Boone County Public Works 5551 Tom Bass Rd., Columbia, MO 65201. 573-449-8515.
- 2.9.1. **Contact** – Amy Robbins, Senior Buyer, Boone County Purchasing Department, 613 E. Ash Street, Room 109, Columbia, MO 65201. Telephone: 573-886-4392; Facsimile: 573-886-4390; e-mail: arobbins@boonecountymo.org

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** - Bids, Bid Tabulations and Bid Awards are available on our web page at: 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.

Department

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	Unit Price	Qty	Extended Price
4.7.1.	Silt Fence: 3'x100' (Per Roll)		1	
4.7.2.	Synthetic Landlok 435 Erosion Control Trm 6.5' x 138.5' (Per Square Yard)		1	
4.7.3.	Synthetic Landlok S2 Erosion Control Straw 8' x 112.5' (Per Roll)		1	
4.7.4.	Staples for Erosion Control Fabric 11GA 6"x1"x6" (Per case of 1,000)		1	
TOTALS:				_____
4.8.	Product Available After Receipt of Order (# days)	_____		
4.8.1	(If not Local) Delivery After Receipt of Order (# days)	_____		

4.9. Describe charges for optional delivery (optional – County may or may not use delivery option if local vendor):

4.10. Describe charges for optional installation (optional – County may or may not use installation option):

4.11. Minimum discount from list for all products introduced after inception of the contract and all existing products not specified herein: _____%

4.12. Maximum Percentage Increase for _____% 1st Renewal, _____% 2nd Renewal,
_____ % 3rd Renewal.

4.13. 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

4.14. State contact information for individual that will be the contact person for the resulting contract from award of this bid including name, address, phone, fax and e-mail:

4.15. **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.**

4.15.1 Authorized Representative (Sign By Hand):

_____ Date: _____

4.15.2 Print Name and Title of Authorized Representative

(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 its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

**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 am an authorized agent of _____

_____ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees 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. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Affiant

Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public

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.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

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 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 or e-mail 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. 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 a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer
Phone: (573) 886-4392 – Fax: (573) 886-4390
arobbins@boonecountymo.org

“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# 24-12JUN13 – Erosion Control Products

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

