



Request For Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Mellinda Bobbitt, CPPO, CPPB
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Bid Data

Bid Number: **45-13NOV13**
Commodity Title: **METAL CULVERT PIPE TERM AND SUPPLY**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, November 13, 2013**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 110
Columbia, MO 65201**

Directions: The Purchasing office is located on the Southeast 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, November 13, 2013**
Time: **1:30 P.M.**
Location / Address: **Boone County Annex
613 E. Ash Street, Room 110
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form
Standard Terms and Conditions
"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 your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. 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 or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its 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. 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 goods and/or services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents

comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

- 1.6. **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, hereinafter referred to as “County”, proposes to contract with an individual(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing and delivery of **Metal Culvert Pipe**.
- 2.1.1. **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.
- 2.1.1.1. **Contract Duration** – The Contract shall be effective from **January 1, 2014 through June 30, 2014**. This contract is subject to semi-annual renewal for **6 additional six-month periods** following expiration of the first contract period.
- 2.1.1.2. **Contract Extension** – The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2. **Technical Requirements** – Annular Riveted Corrugated Metal Culvert Pipe – **Option 1** – Culvert pipe shall have a protective polymer coating conforming to ASTM A 742 and AASHTO M-36, M-218, M-245 and M-246. The polymer coating shall be a minimum of 10 mils thick. The polymer shall be composed of polyethylene and acrylic acid copolymer. **Option 2** – Culvert pipe shall have a protective zinc coating conforming to AASHTO M-36 & M-218. **Option 3** – Culvert pipe shall have a protective aluminized coating conforming to ASTM A 929 and ASHTO M-36 & M274.
- 2.2.1. **Band Requirements** – All coated annular bands shall include nuts and bolts. Riveted clamp assemblies using 2” x 2” x 3/16” galvanized angles shall be required on all bands. **WELDED CLAMP ASSEMBLIES SHALL NOT BE PERMITTED**. Band widths shall be a minimum of 24”, but a 48” band may be requested. Band widths for 60” to 144” pipe shall be 48”. At least one bolt per band shall be long enough to draw the band tight enough to allow standard bolts to be utilized.
- 2.2.2. **Compliance Requirements** – All pipe shall be in compliance with the Missouri Standard Specifications for Highway Construction 1999 or current edition, annular riveted. CMP must meet gauge requirements as per Boone County specifications as noted on the bid response.
- 2.2.3. **Length Requirements** - All pipe purchases will be in 24 feet lengths unless ordered otherwise. Poly coated pipe will be ordered in 30’ length and galvanized pipe will be ordered in 24’ length.
- 2.2.4. **Lifting Lugs** – Lifting lugs must be bolted to pipe using 3 ½” x 3 ½” x ¼” angle x 12” long with 3” x 3” x ½” backing plate. Lugs will not be installed on pipes unless requested.
- 2.3. **Designee** – Boone County Public Works Department, Maintenance Division, 5551 Highway 63 South, Columbia, Missouri 65201.
- 2.4. **Bid Clarification** – Melinda Bobbitt, CPPO, CPPB, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, MO 65201 – (573) 886-4391. Email: mbobbitt@boonecountymmo.org.
- 2.5. **Delivery** – FOB Destination to Boone County North Facility, 5501 Oakland Gravel Road, Columbia, MO 65202, and any other requested locations within Boone County Missouri. Deliveries must be within **21 calendar** days from the date of order.
- 2.5.1. **Order Quantities** – The County will make every effort to order pipe based on truckload quantities to minimize deliver expenses for the contractor. All items shall be delivered F.O.B destination Boone County, Missouri with delivery times and locations consistent with the needs of the County and coordinated with the Public Works Department.
- 2.6. **Award** – A single vendor will be awarded the bid. Therefore, vendors are required to bid on all items.

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. **Submittal Package** – Submit, to the location specified on the title page, three (3) complete copies of your Response in a single, sealed envelope, clearly mark on the outside with your **company name and return address, bid number, and due date and time.**
 - 3.2.2. **Advice of Award Web Page:** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at: www.showmeboone.com.
 - 3.2.3. **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.
- 3.3. **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. 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

4.8. **Pricing: (continued next page)**

4.9. Delivery After Receipt of Order: _____

4.10. **Maximum Percentage Increase for any 6 month renewal period: _____ % .**

4.11. **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 Revised Statutes of Missouri.**

4.11.1. Authorized Representative (Sign By Hand):

4.11.2. Type or Print Signed Name:

4.12. Today's Date: _____

4.8. Annular Riveted Corrugated Metal Pipe

	10 GA. Poly Coated	12 GA. Poly Coated	14 GA. Poly Coated	16 GA. Poly Coated	10 GA. Zinc Coated	12 GA. Zinc Coated	14 GA. Zinc Coated	16 GA. Zinc Coated	10 GA. Alum Coated	12 GA. Alum Coated	14 GA. Alum Coated	16 GA. Alum Coated
4.8.1.			\$	\$			\$	\$			\$	\$
4.8.2.			\$	\$			\$	\$			\$	\$
4.8.3.			\$	\$			\$	\$			\$	\$
4.8.4.			\$	\$			\$	\$			\$	\$
4.8.5.			\$	\$			\$	\$			\$	\$
4.8.6.			\$	\$			\$	\$			\$	\$
4.8.7.			\$	\$			\$	\$			\$	\$
4.8.8.			\$	\$			\$	\$			\$	\$
4.8.9.		\$	\$	\$		\$	\$	\$		\$	\$	\$
4.8.10.		\$	\$	\$		\$	\$	\$		\$	\$	\$
4.8.11.		\$	\$	\$		\$	\$	\$		\$	\$	\$
4.8.12.		\$	\$	\$		\$	\$	\$		\$	\$	\$

	10 GA. Poly Coated	12 GA. Poly Coated	14 GA. Poly Coated	16 GA. Poly Coated	10 GA. Zinc Coated	12 GA. Zinc Coated	14 GA. Zinc Coated	16 GA. Zinc Coated	10 GA. Alum Coated	12 GA. Alum Coated	14 GA. Alum Coated	16 GA. Alum Coated
4.8.13.		\$	\$	\$		\$	\$	\$		\$	\$	\$
4.8.14.	\$	\$	\$		\$	\$	\$		\$	\$	\$	
4.8.18.	\$	\$	\$		\$	\$	\$		\$	\$	\$	
4.8.19.	\$	\$	\$		\$	\$	\$		\$	\$	\$	
4.8.20.	\$	\$	\$		\$	\$	\$		\$	\$	\$	
4.8.21.	\$	\$	\$		\$	\$	\$		\$	\$	\$	
4.8.22.	\$	\$	\$		\$	\$	\$		\$	\$	\$	
4.8.23.	\$	\$	\$		\$	\$	\$		\$	\$	\$	
4.8.24.	\$	\$	\$		\$	\$	\$		\$	\$	\$	
4.8.25.	\$	\$	\$		\$	\$	\$		\$	\$	\$	
4.8.26.	\$	\$	\$		\$	\$	\$		\$	\$	\$	

	10 GA. Poly Coated	12 GA. Poly Coated	14 GA. Poly Coated	16 GA. Poly Coated	10 GA. Zinc Coated	12 GA. Zinc Coated	14 GA. Zinc Coated	16 GA. Zinc Coated	10 GA. Alum Coated	12 GA. Alum Coated	14 GA. Alum Coated	16 GA. Alum Coated
4.8.27.	60" Band 48" wide \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.28.	66" L.F. \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.29.	66" Band 48" wide \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.30.	72" L.F. \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.31.	72" Band 48" wide \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.32.	78" L.F. \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.33.	78" Band 48" wide \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.34.	84" L.F. 3x1 \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.35.	84" Band 3x1 48" wide \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.36.	90" L.F. 3x1 \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.37.	90" Band 3x1 48" wide \$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

	10 GA. Poly Coated	12 GA. Poly Coated	14 GA. Poly Coated	16 GA. Poly Coated	10 GA. Zinc Coated	12 GA. Zinc Coated	14 GA. Zinc Coated	16 GA. Zinc Coated	10 GA. Alum Coated	12 GA. Alum Coated	14 GA. Alum Coated	16 GA. Alum Coated
4.8.38.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.39.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.40.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.41.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.42.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.43.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.44.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.45.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.46.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.47.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

	10 GA. Poly Coated	12 GA. Poly Coated	14 GA. Poly Coated	16 GA. Poly Coated	10 GA. Zinc Coated	12 GA. Zinc Coated	14 GA. Zinc Coated	16 GA. Zinc Coated	10 GA. Alum Coated	12 GA. Alum Coated	14 GA. Alum Coated	16 GA. Alum Coated
4.8.48.		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.49.		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.50.		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.51.		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.52.		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.53.		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.54.		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.55.		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4.8.56.												
4.8.57.												

Archiving fee for all diameter pipe specified above: Add ___% per base bid price of round pipe and bands

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 Street, Room 110
Columbia, MO 65201

“No Bid” Response Form

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
(573) 886-4391– 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: 45-13NOV13 – Metal Culvert Pipe Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

