



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

REQUEST FOR BID

Sheet 1 of 25

Bid Number: MM67

Commodities or Service Requested:

SODIUM CHLORIDE (ROCK SALT) - Term and Supply

Bid Closing Date/Time:
Wednesday, May 31, 2017
10:00 AM Central

Bid Opening Date/Time:
Wednesday, May 31, 2017
10:15 AM Central

**Boone County Annex Conference Room
Boone County Purchasing Department
613 E. Ash St., Room 111
Columbia, MO 65201**

Buyer Contact Name:
Phil Fichter, Buyer
Boone County Purchasing

Phone Number: (573) 886-4392 Fax Number: (573) 886-4390 E-mail: pfichter@boonecountymmo.org

Clearly mark your sealed bid with the Bid Number and Closing Date & Time on the outside of the envelope

Submit your sealed bid prior to the date and time for Bid Closing to:

**Boone County Purchasing Department
613 E. Ash St., Room 111
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 are to use the bid forms provided for that purpose in submitting bids, return the announcement and bid sheets comprising this bid, give unit price, extend totals, and 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 bid sheets(s) 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. The Cooperative reserves the right to award to one or multiple respondents.
 - 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 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 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 are 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 verification 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.
 - c. 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.

**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 Request for Bid; 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 re-procuring 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 quotation, 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 Quotation. 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

Term and Supply contract for the delivery of sodium chloride (rock salt) in bulk to the Mid-Missouri Public Purchasing Cooperative, from Date of Award through May 31, 2017, with one (1) additional renewal for one (1) year.

COOPERATIVE MEMBERS:

Participating entities in this contract are:

1. Boone County,
613 E. Ash St., Room 110, Columbia, MO 65201
Contact: Melinda Bobbitt, Purchasing Director
(573) 886-4392
mbobbitt@boonecountymmo.org

2. City of Columbia,
701 E. Broadway, 5th Floor, Columbia, MO 65201
Contact: Sophie Dubbels
(573) 874-7687
sophie.dubbels@como.gov

3. City of Centralia,
114 South Rollins, Centralia, MO 65240
Contact: Matt Harline, City Administrator
573-682-2139
Cityadmin@centraliammo.org

4. University of Missouri – Columbia
UMC Campus Facilities
181 General Services Building
Columbia, MO 65211
Contact: Pete Millier
(573) 239-1010
millierr@missouri.edu

5. City of Hallsville
202 Highway 124 E, Hallsville, MO 65255
Contact: Kenyetta Ridgway, City Administrator/City Clerk/Court Clerk
Phone: 573-696-3885
kridgway@hallsvillemo.org

VENDOR: Will you agree to extend the services as quoted herein to other government entities participating in cooperative purchasing with the Mid-Missouri Public Purchasing Cooperative? A list of the current members is attached to this bid.

YES _____ NO _____

If you agree to extend services cooperatively, but only within a specified mile radius, provide this information here with your indication of agreement:

“I agree to provide Sodium Chloride as indicated herein to entities participating in cooperative purchasing with MMPPC whose facilities are within _____ miles of the city limits of Columbia.” If bidder is willing to extend services to entities outside this mile radius, with delivery charges additional, submit an attachment with description of delivery fees

OR, NO, I decline to extend services to participating members of cooperative purchasing, outside of those listed in this bid.

_____ (X)

A negative answer to the above is not an evaluation factor for award of this contract.



SPECIFICATIONS
For
SODIUM CHLORIDE – TERM AND SUPPLY

1. The Mid-Missouri Public Purchasing Cooperative seeks bids from qualified organizations who can provide bulk **Sodium Chloride** for (Winter Pre-fill) to its participating members for ice and snow removal purposes. The quantities listed in the Pricing Section are to fill storage facilities prior to the start of the winter season. Solicitations are also sought for pricing on **Sodium Chloride** for emergency use throughout the winter season (Replenishment). Those quantities will be estimates only. Successful bidder may be requested to furnish more or less than the estimated quantity, depending on the severity of the winter season.

Entities participating in this request include the County of Boone, the City of Columbia, University of Missouri - Columbia, City of Hallsville, and the City of Centralia. Each entity (hereinafter referred to as participating agency) will either enter into separate contractual agreement(s) or issue blanket purchase orders. Contract will be from date of award through May 31, 2018 with one (1) additional one-year renewal period. This contract may also be cancelled by the Cooperative 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 Cooperative.

2. **Quantities:**

The quantities identified in the Pricing Section for Pre-Fill are to fill storage facilities prior to the start of 2017/2018 winter season (for purposes of this bid and resulting contract, the winter season will begin November 1, 2017.) If renewal option is elected after the end of the first contract period, it is anticipated that Pre-Fill quantities will increase in order to fill storage facilities prior to the 2018/2019 winter season. Participating agencies will place orders either by separate contractual agreement or by blanket purchase order for delivery of materials. Purchase orders for Pre-Fill quantities may be placed as early as July 1, 2017 but no later than September 1, 2017, and delivery of Pre-Fill quantities will be made prior to October 31, 2017 to destination points listed on each order.

Quantities identified in the Pricing Section for Replenishment are estimates only. Successful bidder may be requested to furnish more or less than the estimated quantities, depending on the severity of the winter season. Delivery of Replenishment quantities shall be completed within fifteen (15) calendar days after order is placed with supplier.

Submit all pricing on the attached Response Page. Should you have any questions regarding this bid document, please contact Phil Fichter Buyer, Boone County Purchasing at 613 E. Ash St, Room 111, Columbia, MO 65201. Phone: (573) 886-4392; Fax (573) 886-4390; Email: pfichter@boonecountymmo.org

3. **Deliveries:**

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

Boone County Public Works Department, 5551 Tom Bass Road, Columbia, MO
Boone County North Facility, 5501 N. Oakland Rd, Columbia, MO
City of Columbia Public Works Department, 1313 Lakeview Avenue, Columbia, MO
City of Centralia Salt Storage Building, Ann Street, Centralia, MO 65240
University of Missouri – 916 Champions Drive, Columbia, MO 65201
City of Hallsville -324 Route OO, Hallsville, MO 65255

End Dump or Hopper Dump Delivery:

Boone County Public Works Department
Boone County North Facility,
City of Columbia Public Works Department
City of Centralia Salt Storage Building, Ann Street
University of Missouri
City of Hallsville

End dump or hopper dump delivery
End dump or hopper dump delivery
End dump or hopper dump delivery
ONLY end dump delivery
ONLY end dump delivery
ONLY end dump delivery

The unit prices quoted shall include **ALL** delivery and unloading expenses.
All delivered materials will be in minimum loads of 1000 tons (+/- 100 tons) except for:

City of Hallsville
City of Centralia
University of Missouri

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

All deliveries are to be made during normal working hours unless prior arrangements have been made with the appropriate participating agency's designated representative(s). Deliveries will not be accepted on Saturdays, Sundays or Holidays, unless mutual agreement has been reached between the vendor or hauler and the appropriate participating agency's designated representative(s).

Salt orders for Pre-Fill shall be delivered by October 31, 2017, unless otherwise indicated by the participating agency placing the order.

Salt orders for Replenishment shall be completed within fifteen (15) calendar days after order is placed with supplier. If the fifteenth calendar day falls on Saturday, Sunday or a Holiday, delivery shall be accomplished on the next normal workday.

The supplier (or hauler) shall give the appropriate participating agency's designated representative at least twenty-four (24) hours notice prior to making delivery to a storage facility.

In the event vendor does not expect to meet the contract delivery date and time requirements, the participating agency placing the order should be notified of the delay. Vendor may request delivery times not normally allowed under the terms of the contract when situations warrant. Any changes in scheduled deliveries must be approved by each participating agency's designated representative(s).

4. Sodium Chloride Specifications:

Sodium Chloride will be used by the Mid Missouri Public Purchasing Cooperative (MMPPC) to remove snow and ice from roadway surfaces. This material shall contain a minimum of 94.5% Sodium Chloride (NaCl) when tested in accordance with MSHD Method T32-1-74.

Sodium Chloride shall be furnished in bulk, in free-flowing condition with moisture content not exceeding 2.0 percent based on dry weight. Sodium Chloride shall be obtained from natural deposits (rock salt) or produced by man (evaporated, solar, other).

The gradation 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>
½"	100%
3/8"	95-100%
No. 4	15-50%
No. 8	5-20%
No. 30	0-10%

Deliveries not meeting specifications for gradation, sodium or moisture content may be accepted at the participating agency's designated representative's discretion. Accepted deliveries that do not meet specifications for gradation, sodium or moisture content shall be invoiced and paid at a ten percent (10%) reduction of awarded bid price.

If delivery is rejected, it will be the responsibility of the supplier to remove all rejected material from the participating agency's property immediately upon notice that the material has been rejected. Any rejected material, deemed to be inappropriate for snow and ice removal operations by the participating agency, and not picked up by the supplier within 72 hours after being notified may be disposed of by that participating agency as deemed appropriate. All costs for the disposal of this material will be withheld from payments due the supplier of the rejected material.

5. Liquidated Damages

In the event the vendor fails to complete delivery of the guaranteed quantities by October 31, 2017, the vendor shall be subject to liquidated damages.

Salt requested for delivery on a 'replenishment' basis after November 1 may be subject to liquidated damages as well, at the discretion of the participating agency, if delivery is not completed within fifteen (15) calendar days from the date of order. The supplier and requesting agency may agree upon alternate dates.

In the event the vendor fails to make the delivery within the allotted time, a deduction of 1% of the contract price per ton may be made for each day of delay, up to a maximum of 30% of the contract price for the material. Liquidated damages will only be applied to the undelivered portion of the order.

Should the vendor fail to make deliveries in accordance with these Terms, the participating agency or agencies may, after notifying the vendor, purchase an acceptable product on the open market.

- a. The liquidated damages for delayed delivery will continue for the first vendor until the product purchased on the open market is delivered or the maximum amount of liquidated damages has been assessed, whichever occurs first.
- b. The Cooperative reserves the right to cancel any tonnage not delivered by the vendor within the agreed time-frame.
- c. If the provisions of this section must be enacted, the contracted vendor shall be assessed any difference in price between the open market price and the contracted price.

All deductions for late delivery will be made from payments due the vendor. In no event shall the total deduction for late delivery exceed 30% of the contract price. The supplier must deduct liquidated damage amounts from invoices.

Any vendor who defaults on delivery as defined in this solicitation may be suspended from consideration of awards on future contracts.

The vendor may be ineligible to receive awards on future bids or contracts until reimbursement has been completed for liquidated damages or other cost incurred by the participating agency/agencies due to said vendor non-performance.

Nothing in the contract shall be construed as to relieve the supplier from responsibilities for delivery or the assessment of liquidated damages thereof.

6. Invoicing and Payment Requirements

The Contractor shall submit an itemized invoice to the applicable requesting address for the completion of deliverables, as specified herein.

The Contractor shall be paid in accordance with the firm, fixed prices stated on the Pricing Page of this bid document after completion of deliverables specified herein and acceptance by the participating agency's designated representative.

Other than the payment specified above, no other payments or reimbursements shall be made to the Contractor for any reason whatsoever.

The Mid Missouri Public Purchasing Cooperative's member agencies are exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax.

Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Mid Missouri Public Purchasing Cooperative's member agencies will not make any advance deposits.

The MMPPC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the MMPPC's rejection and shall be returned at the contractor's expense.

7. Bid Guaranty/Contract Bond:

- a. A Bid Bond or certified check payable to Boone County for Five Percent (5%) of the total bid amount for Base Bid Items 1 and 2 must be included with the Bidder's Bid Response prior to bid closing date and time. Bid Bonds must be issued by a surety company authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. This is to act as a guarantee that the bidder, if awarded the contract, will furnish an acceptable performance and payment bond (Contract Bond) made payable to the County of Boone, in an amount equal to One Hundred (100%) of the contract price.
- b. Upon award of the Contract, the successful bidder shall furnish a Performance Bond and a Labor and Material Payment Bond on forms provided herein, each in an amount equal to the full Contract price, (includes Pre-Fill and Replenishment quantities listed in Base Bid Items 1 and 2 on Response Page) guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract. These two bonds will be provided at the time of contract execution (not with Bid Response).
- c. Failure to execute the contract and file acceptable performance, and payment bonds (Contract Bond) within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the Bid Bond. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Cooperative's participating members may decide. No contract shall be considered effective until it has been executed by all parties hereto.

8. **Cost Determination** – The low bid shall be determined by reviewing each line item separately.
9. **Contract Award** – The contract will be awarded to the lowest responsive and responsible bidder determined as specified above.

10. **Open Competition/Request for Bid Document**

It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise Boone County if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer of record for Boone County. Such communications should be received at least five (5) working days prior to the official bid opening date.



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

VENDOR RESPONSE PAGE

Prices shall be quoted FOB Destination, for truck delivery

BID PRICES:

<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
BASE BID:				
1. SODIUM CHLORIDE (<i>Pre-Fill</i>)	Tons	3,611	\$/ton	\$
Boone County quantity: Zero (0) tons				
City of Columbia quantity: 3,500 tons				
City of Centralia quantity: 25 tons				
University of Missouri: 75 tons				
City of Hallsville: 11 tons				

List Name and Source of Supply: _____

DELIVERY for Pre-Fill quantities to begin as soon as practicable after award and receipt of order and be completed no later than October 31, 2017.

2. SODIUM CHLORIDE (<i>Replenishment</i>)	Tons	2,956	\$/ton	\$
(These are estimated quantities and orders may be more or less than listed herein to meet operating needs of the participating agencies)				
Boone County quantity: 1000 tons				
City of Columbia quantity: 1500 tons				
City of Centralia quantity: 50 tons				
University of Missouri: 400 tons				
City of Hallsville: 6 tons				

List Name and Source of Supply: _____

DELIVERY for Replenishment quantities, ordered as needed, shall be within 15 calendar days after receipt of order.

RENEWAL: Bidders may quote a Maximum Percentage Increase for **Pre-Fill** and **Replenishment** in the Renewal Year for furnishing bulk Sodium Chloride ‘delivered’ as specified herein, for a second 12-month contract period immediately following completion of the first 12 months. If bidder elects to bid a Maximum Percentage Increase for **Pre-Fill** and **Replenishment** in the Renewal Year ‘delivered’ for a second term, the price shall be held firm for June 1, 2018 thru May 31, 2019.

3. SODIUM CHLORIDE (<i>Pre-Fill</i>)	
Maximum Percentage Increase for Pre-Fill for the Renewal Year.	_____ %

RENEWAL DELIVERY for Pre-Fill quantities to begin as soon as practicable after receipt of order and be completed no later than October 31, 2018.

4. SODIUM CHLORIDE (*Replenishment*)
Maximum Percentage Increase for **Replenishment** for the Renewal Year. _____%

RENEWAL DELIVERY for Replenishment quantities, ordered as needed, shall be within 15 calendar days after receipt of order.

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

6. Included with this bid response is the required **BID BOND or CERTIFIED CHECK** Payable to Boone County for not less than **five percent (5%)** of the total bid amount for Base Bid Items 1 and 2.

YES _____



MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

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:

Email Address:

Federal Tax ID: _____

Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name: _____

Social Security Number : _____

Other (Specify) _____

When Organized: _____

When Incorporated: _____

Exempt From Tax Reporting? Yes _____ No _____

Authorized Representative Signature:

Print Name and Title of Authorized Representative

Date: _____



“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 Mid Missouri Public Purchasing Cooperative's vendor list **for this service/commodity**, please remove form and return to the Boone County 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: MM67 – SODIUM CHLORIDE (SALT) – TERM AND SUPPLY

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

(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*.

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 Certification of Individual Bidder (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:

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Oblige, hereinafter called Owner, in the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

BID NUMBER MM67
SODIUM CHLORIDE (BULK)
For
MID-MISSOURI PUBLIC PURCHASING COOPERATIVE

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform and comply with all requirements as provided by such Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____, on this _____ day of _____, 20__.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-In-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: _____

Phone Number: _____

Address: _____

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____,
_____,
as Principal, hereinafter called Contractor, and _____,

_____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

_____ DOLLARS (\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a contract with Owner for

**BID NUMBER MM67
SODIUM CHLORIDE (BULK)
For
MID-MISSOURI PUBLIC PURCHASING COOPERATIVE**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant’s work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at

_____ on this _____ day of _____ 20_____.

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)