



Request for Bid (RFB)

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

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing

Phone: (573) 886-4391 – Fax: (573) 886-4390

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Bid Data

Bid Number: 68-19NOV19
Commodity Title: Underground LP Storage Tanks

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: Tuesday, November 19, 2019
Time: 1:30 p.m. Central Time (Bids received after this time will be returned unopened)
Location / Address: Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

Bid Opening Address and Deadline

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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 "Request 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 e-mail or 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, 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 compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **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, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing and delivery of **Underground LP Storage Tanks** for Boone County, Missouri, Office of Joint Communications.
- 2.2. **Delivery Terms:** Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award until the date of project completion.
- 2.4. **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.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
 - 2.5.1. The unit price for the item(s) identified on the Response Form shall remain fixed for the identified original contract period.
- 2.6. **GENERAL**
 - 2.6.1. These specifications describe the purchase of two (2) underground LP storage tanks to be used as part of a new building construction project at 2177 E. County Drive, Columbia, MO 65202. The new structure is the Support Building located just north of the Boone County Emergency Communications Center and will house Emergency Management material storage, a Boone County Joint Communications technical shop, and a County operations storage area.
 - 2.6.2. The work will include Contractor furnishing the two tanks, delivering them to the construction site, and unloading them at a location near the installation site. Installation and connection will be under the auspices of Little Dixie Construction, the general contractor for the project.
 - 2.6.3. Contractor will assist general contractor (or specialty subcontractor) in an advisory capacity regarding tank positioning, support, backfill materials and placement, and overall tank and piping installation.
 - 2.6.4. Contractor will remove any shipping materials, cribbing or crating that arrived with the tank and dispose of materials offsite.
 - 2.6.5. Contractor will have free access to the construction site for delivery by using an established direct route that is provided for construction vehicles from Roger I. Wilson Drive through the Boone County Fire Protection District training area.
 - 2.6.6. Contractor shall contact County's representative prior to delivery to make certain the tanks can be received. Normal work hours are 8:00 AM to 4:30 PM, M-F.
- 2.7. **Specifications**
 - 2.7.1. Furnish quantity two (2) LP tanks specifically designed, engineered and finished for direct burial.
 - 2.7.2. Tank capacity shall be nominal 2,000 gallons liquid.
 - 2.7.3. Furnish each tank with shroud assembly. Shroud assembly shall have a hinged lid for access to top mounted fuel gauge and will protect line connections to tank. Shroud will anchor to tank with provided metal tabs. Contractor to furnish nominal 28" high riser/shroud.
 - 2.7.4. Contractor shall touch up any surface finish damaged in shipment or handling by using manufacturer approved coating product.
 - 2.7.5. Contractor shall furnish the quantity of manufacturer recommended sacrificial anode devices with the tanks.
 - 2.7.6. Contractor shall work cooperatively with County's representative and general contractor in preparation of site for installation of buried tanks.

- 2.8. **Attachments**
- 2.8.1. All attachments shall be considered a part of this specification.
- 2.8.2. The following drawings and documents are included for use by Vendor:
- A. C-3 Civil Site Plan
 - B. ME-1 Construction Details
- 2.9. **Submittals**
- 2.9.1. The following items shall be submitted with the bid:
- A. Project Pricing
 - B. Estimated delivery date
- 2.10. **GENERAL CONDITIONS**
- 2.10.1. **SALES/USE TAX EXEMPTION** - County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.11. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.11.1. **Invoices** - The County's Bid number should appear on the invoice.
- 2.11.2. **Billing and Payment** - Payment shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. An invoice should be submitted to Boone County Joint Communications for payment after project completion. The billing address is Boone County Joint Communications, 2145 County Drive, Columbia, MO 65202.
- 2.11.3. **BID CLARIFICATION** – Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt by email to: mbobbitt@boonecountymo.org.
- 2.11.4. **DESIGNEE: Boone County Joint Communications**
- 2.11.5. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.12. **Warranty** - Attach detailed description of warranty or describe on Response Page.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". 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. We are 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 or by fax, clearly marked with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 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** - We reserve 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** - We reserve 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** - Our 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** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your 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. E-mail: _____
- 4.7. Federal Tax ID: _____

- 4.7.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).
- () Other (Specify) _____

4.8. PRICING	<u>Unit Price</u>	<u>Extended Price (for 2)</u>
4.8.1. Base Bid: Two (2) Underground LP Storage Tanks as specified per section 2. Make / Model #: _____ _____	\$ _____	\$ _____

4.9. Tanks shall be delivered _____ calendar days after receipt of Purchase Order and Notice to Proceed.

4.10. DESCRIBE WARRANTY (or attach)

4.11. 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

4.12. **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.**

4.12.1. Authorized Representative (Sign by Hand): _____ Date: _____

4.11.2. Print Name and Title of Authorized Representative:



Standard Terms and Conditions

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

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
Phone: (573) 886-4391 – Fax: (573) 886-4390

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.

14. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.
20. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this **MUST** be noted on the Bid/Proposal Response Form or a Memo attached.



Boone County Purchasing
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“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: 68-19NOV19 - Underground LP Storage Tanks

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

Drawings (C-3 Civil Site Plan and ME-1 Construction) may also be viewed on our web site at:

www.showmeboone.com / Purchasing / Bid Opportunities / 68-19NOV19

