



## Request For Bid (RFB)

**Boone County Purchasing**  
601 E. Walnut, 2nd Floor  
Columbia, MO 65201

**Marlene Ridgway, Buyer**  
573/886-4392 - FAX 573/886-4390  
Email: mridgway@boonecountymo.org

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### **Bid Data**

Bid Number: 47-25JUN02  
Commodity Title: Chip and Seal Application

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### **Bid Submission Address and Deadline**

Day / Date: TUESDAY – JUNE 25, 2002  
Time: 1:25 P.M. (Bids received after this time will be returned unopened)  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, 2<sup>nd</sup> Floor  
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> St. and Walnut St. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

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### **Bid Opening**

Day / Date: TUESDAY – JUNE 25, 2002  
Time: 1:30 P.M.  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, 2<sup>nd</sup> Floor  
Columbia, MO 65201**

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### **Bid Contents**

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form  
Standard Terms and Conditions**

## 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. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax 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.
- 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. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from date of award through December 31, 2002, and may be automatically renewed for an additional two (2) years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1 **SCOPE OF WORK** - The County is requesting bids for Chip and Seal applications at specific sites. This work shall consist of the applications of bituminous material, and a cover coat material in accordance with the following specifications. Work will be completed on a per project basis and as listed in section four of this request.
- 2.2 **MATERIAL AND APPLICATION SPECIFICATIONS**
- 2.2.1 **Emulsified Asphalt** - CRS-2P or an pre-approved equal. The rate for application shall be a minimum of 0.35 gallons per square yard. All materials shall conform to section 409.2 of the MSSHC (Missouri Standard Specifications for Highway Construction).
- 2.2.2 **Aggregate** - MSSHC specification number 1003.2, Grade 7 (3/8" clean, crushed, washed rock) and MSSHC specification number 1003.2, Grade 3 (1/2" clean, crushed, washed rock). The rate for application shall be a minimum of 25 pounds per square yard. Specified aggregate will be offered from the County's contracted vendor to the successful bidder at the following prices: 3/8" - \$5.89/Ton, 1/2" - \$5.69/Ton. All prices are picked up prices at Boone Quarry, Contact: Art Sumpter 573-446-0905.
- 2.2.3 **Application of Seal Coat** - All applications shall conform to sections 409.4.3., 409.4.3.1., 409.4.4., 409.4.4.2., and 409.4.4.3. of the MSSHC. All areas shall receive two coats of chip and seal. First coat will utilize 1/2" aggregate. The second coat will utilize the 3/8" aggregate.
- 2.3 **EQUIPMENT SPECIFICATIONS** - All equipment shall conform to section 409.3 of the MSSHC. Equipment shall be in good working order.
- 2.4 **WEATHER LIMITATIONS** - All weather restrictions found in section 409.4.1. of the MSSHC shall be followed.
- 2.5 **SURFACE PREPARATION** - The County will be held responsible for grading and rock placement to insure a smooth driving surface and the emulsified prime oil application. The County will work with the Contractor for purposes of coordinating all applications.
- 2.6 **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. Prevailing Wage Order Number #8 is attached. Upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.7 **BIDDERS RESPONSIBILITIES**
- 2.7.1 Subcontractors – No subcontracted work will be allowed in the performance of this project.
- 2.7.2 Bidders must complete and submit a Statement of Bidders Qualifications that is attached to this bid with their response.
- 2.7.3 The County does not guarantee that any or all sites listed in section four of this request will be completed. The County also reserves the right to add additional square yards. Section Four of this request and the attachments are intended to describe the locations the County will contract for services.
- 2.7.4 Bidders failure or omission to examine any relevant site will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to understand the scope of services to be provided at each location.
- 2.8 **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form, and companies satisfactory to the County, which must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.8.1 **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of the work. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protections of their employees not otherwise protected.
- 2.8.2 **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

**2. Primary Specifications (Continued)**

- 2.8.3. **Automobile Public Liability and Property Insurance** - The Contractor shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence and not less than \$250,000.00 per individual, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.8.4. **Owner's Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims that might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. It is preferred that the policy include a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.8.3. **Insurance Certification** - The Contractor shall furnish the County with Certificate(s) of Insurance that name the County as additional insured in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the work required in the contract.
- 2.9. **INDEMNITY AGREEMENT** - To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
- 2.10. **BOND REQUIREMENTS**
- 2.10.1. **Performance Bond/Labor and Material Payment Bond** - Upon award of the Contract, the Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, 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. Performance Bond and Labor and Material Bond must be submitted on forms provided with this request.
- 2.11. **LIEN WAIVERS** - Prior to the release of contract amount, contractor shall file with the County the following:
- an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
  - lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials;
  - lien waivers signed by each sub-contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.12. **DESIGNEE** - Boone County Public Works Department, 5551 Highway 63 South, Columbia, Missouri, 65201
- 2.12.1. **Contact** - Marlene Ridgway, Buyer, 601 E. Walnut, 2nd Floor, Columbia, Missouri, (573)-886-4392 Fax: (573) 886-4390 or Email: [mridgway@boonecountymo.org](mailto:mridgway@boonecountymo.org)
- 2.13. **DELIVERY** - Each site specified in Section four of this request.
- 2.13.1. **Delivery Terms** - FOB Destination. The seller pays and bears all freight charges.
- 2.14. **PAYMENT** - Contractor will bill the County upon acceptance by Boone County for each project listed in Section four of this request. Contractor must submit an invoice and charges must only include prices listed in the Contractor's bid response. No additional fees or taxes shall be included as additional charges. The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents.
- 2.15. **PRE-APPROVED EQUAL** - Any manufacturer's name, trade name, brand name or catalog numbers are used in the specifications for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Any vendor interested in submitting a response for a pre-approved equal must submit their request in writing at least 10 business days prior to the bid opening date. This request can be faxed to the Boone County Purchasing Department at (573) 886-4390. The County is not responsible for insuring receipt of all transmissions. Vendors are encouraged to contact the Purchasing Department to insure that all requests have been received by the stated deadline.

3. *Response Presentation and Review*

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page [www.showmeboone.com/purchasing](http://www.showmeboone.com/purchasing).
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** – The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form – Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the bid number and the due date and time.

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

4.6.1. ( ) Corporation

( ) Partnership - Name \_\_\_\_\_

( ) Individual/Proprietorship - Individual Name \_\_\_\_\_

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

4.7. PRICING

	ROAD LOCATION (See Attached Locations Maps)	EST. Square Yards (including both applications)
4.7.1.	Walnut Grove Lane	5782
4.7.2.	Lake Capri Subdivision	47,754
4.7.3.	Gilpin Road	4888
4.7.4.	Sing Drive	10842
4.7.5.	Oakland Church Road	1570
	<b>Total Square Yards of all Locations</b>	<b>70,836</b>

4.7.6. Cost per Square Yard: \$ \_\_\_\_\_

4.8. Cost for Total Square Yards for all Locations \$ \_\_\_\_\_

4.9. Prompt Payment Discount: \_\_\_\_\_ %; Net \_\_\_\_\_ Days

4.10. 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.

4.10.1. Authorized Representative (Sign By Hand):

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

4.10.2. Type or Print Signed Name:

\_\_\_\_\_



## *Standard Terms and Conditions*

**Boone County Purchasing**  
601 E. Walnut, 2nd Floor  
Columbia, MO 65201

**Marlene Ridgway**, Buyer  
573/886-4392 - FAX 573/886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation 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 quotation 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 shall 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 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.

## STATEMENT OF BIDDERS QUALIFICATIONS

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Each bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of bidder: \_\_\_\_\_
2. Business address: \_\_\_\_\_  
\_\_\_\_\_
3. When organized: \_\_\_\_\_
4. When incorporated: \_\_\_\_\_
5. If not incorporated, state type of business and provide your federal tax identification number: \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:
7. If you have done business under different name, please give name and location:
8. Percent (%) of work done by own staff:
9. Have you ever failed to complete any work awarded to your company? If so, where and why?:
10. Have you ever defaulted on a contract?:
11. List of contracts completed within last four years, including value of each:
12. List of projects currently in progress:  
\* Attach additional sheets as necessary \*