



Request For Bid (RFB)

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

Marlene Ridgway, Buyer
573/886-4392 - FAX 573/886-4402
Email: mridgway@boonecountymo.org

Bid Data

Bid Number: 52-16JUL02
Commodity Title: County Roadside and Right-Of-Way Dumped and Other
Large Items - Pickup and Disposal

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: TUESDAY, JULY 16, 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, 2nd Floor
Columbia, MO 65201**

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

Bid Opening

Day / Date: TUESDAY, JULY 16, 2002
Time: 1:30 P.M.
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, 2nd Floor
Columbia, MO 65201**

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
Attachment A**

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, 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.
- 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 of one (1) year, but 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. **ITEMS AND/OR SERVICES 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 a Term and Supply Contract for the Pickup and Disposal of Trash, Large Item Debris and/or Appliances, Silt Fencing and Straw Bales along Boone County Roadsides and Right-Of-Ways on an “as needed” basis.
- 2.1.1. **Contract Documents** – The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (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 form with their bid. The 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.
- Contract Duration** – The contract shall be effective from the date of issuance through _____, 2003. This contract is subject to annual renewal for four(4) additional one (1) year periods following expiration of the first contract period.
- Contract Extension** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.1.2. **PRE-BID CONFERENCE:** A pre-bid conference is scheduled for Wednesday, July 10, 2002 at 9 a.m. at the Boone County Johnson Building, 601 E. Walnut, Conference Room 213, Columbia, MO 65201.
- 2.1.3. **All potential bidders are encouraged to attend this pre-bid conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to the scope of this Request for Bid will be discussed in detail. Bidders are asked to bring a copy of the Request for Bid since it will be used as the agenda for the pre-bid conference.**
- 2.1.4. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-bid conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.2. **Scope of Work** - Contractor shall provide all services, supervision, labor, equipment, products and materials necessary to provide for the Pickup and Disposal of Trash, Large Item Debris, Silt Fencing, Straw Bales, and Other Related Items along Boone County Roadsides and Right-Of-Ways. The County expects to request approximately 10 to 12 service calls per year.
- 2.4. **General Requirements:**
- 2.4.1. Large items such as furniture, tires, appliances, and other related items shall be picked up and removed along Boone County Roadsides and Right-Of-Ways **only** after the Boone County Public Works Department has generated and authorized the work to be performed.
- 2.4.2. Straw bales and silt fence removal and disposal shall consist of removing round and square straw bales from recent road project areas **only** after the Boone County Public Works Department has generated and authorized the work to be performed. All wood and metal stakes shall also be removed. No need to repair disturbed area.
- 2.4.3. The County shall request the vendor to dump at the City of Columbia Waste Disposal Landfill located off of Brown Station Road under the County's account. All dump slips must be turned in with the invoice for payment.
- 2.4.4. Payment shall be per hour including all labor, equipment and travel time to the point of pick up and to the landfill.
- 2.4.5. Bidders shall submit a list of vehicles, trailers and containerized equipment they propose to utilize in the performance of the contract. Small hauling capacity vehicles, trailers, and containerized equipment shall be excluded from the bidding process. The County reserves the right to disqualify any vehicle, trailer or containerized equipment that is not in the County's best interest and does not allow for maximum dollar savings and hauling capacity for the job.
- 2.4.6. Contractor shall be responsible for the repair, maintenance and insurance of all contractor owned vehicles, trailers, and containerized equipment being utilized in the performance of the contract. All motorized vehicles and trailers shall meet the State of Missouri Motor Vehicle Licensing and Inspection Regulations.
- 2.4.7. If a roadside or right-of-way service call is requested, Contractor shall be required to complete the removal of the discarded items within 72 hours of call.

2. *Primary Specifications (cont.)*

2.5. **ADDITIONAL TERMS AND CONDITIONS:**

- 2.5.1. Contractor shall include with bid response a minimum list of three references from similar contracts only, who can attest to the validity of past performance.
- 2.5.2. Contractor shall at own expense, obtain all required dumping permits and licenses and shall comply with all applicable laws, codes and ordinances promulgated by authorities having jurisdiction which may bear on the work.
- 2.5.3. Contractor **may not** use subcontractors unless pre-approved by the County Purchasing Director. Contractor shall be the sole responsible party for the protection and safety of the general public motorists while in the performance of this contract.
- 2.5.4.

2.6. **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.

- 2.6.1. **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 protection of their employees not otherwise protected.
- 2.6.2. **Comprehensive General Liability** - 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 any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.6.3. **Insurance Certification** - The Contractor shall furnish the County with Certificate(s) of Insurance, which name the County as additional insured in an amount as required in this section and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.7. **DESIGNEE** - Boone County Public Works, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201.
- 2.7.1. **Contact** - Marlene Ridgway, Buyer, Boone County Purchasing 601 E. Walnut, Room 209, Columbia, MO 65201- (573) 886-4392 Fax: (573) 886-4390 Email: mridgway@boonecountymo.org

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award** - 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.
- 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

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

4.7.1. PER HOUR CHARGE \$ _____

4.7.2. List of Equipment to be used for this contract (include make, model and size, if applicable):

4.7.3. Maximum percentage increase for all prices submitted for the two subsequent renewable contract periods.

2nd Year _____ % 3rd Year _____ % 4th Year _____ % 5th Year _____ %

4.8. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

Authorized Representative (Sign By Hand):

_____ Date: _____

4.8.1. _____
Authorized Representative Name Printed

4.9. 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

ATTACHMENT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):



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

Standard Terms and Conditions

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.
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.