



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director or Purchasing

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Bid Data

Bid Number: **18-28FEB05**

Commodity Title: **County Roadside Trash Pickup**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **MONDAY, February 28, 2005**
Time: **10:25 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201**
Directions: **The Johnson Building is located on the Northeast corner at 6th Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.**

Bid Opening

Day / Date: **Monday, February 28, 2005**
Time: **10:30 A.M. C.S.T.**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Conditions of Bidding**
- 2.0: Primary Specifications**
- 3.0: Response Presentation and Review**
- 4.0: Response Form
Standard Terms and Conditions
“No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the 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 Boone County. 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. A "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, 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. 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 period resulting from this Bid will have an initial term from March 1, 2005 through February 28, 2006 with an additional four (4) one-year renewals unless canceled by the Purchasing Director in writing prior to a renewal term.
- 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, Tires, 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.
- 2.1.2. **Contract Duration** – The contract shall be effective from March 1, 2005 through February 28, 2006. This contract is subject to annual renewal for four (4) additional one (1) year periods following expiration of the first contract period.
- 2.1.3. **Contract Extension** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.2. **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, Tires, Silt Fencing, Straw Bales, and Other Related Items along Boone County Roadsides and Right-Of-Ways.
- 2.2.1. The County expects to request approximately ten (10) service calls per year. Boone County does not guarantee minimum service calls. The County reserves the right to increase or decrease service calls as requirements dictate.
- 2.3. **General Requirements:**
- 2.3.1. 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.
- 2.3.2. 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.
- 2.3.3. 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.
- 2.3.4. Payment shall be per hour including all labor, equipment and travel time to the point of pick up and to the landfill. Invoices shall be sent at least monthly, if work is performed, and shall indicate the work order number, the time, date, and location of the pickup and general description of the disposal items.
- 2.3.5. 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.
- 2.3.6. 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.
- 2.3.7. 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.
- 2.3.8. Contractor shall provide at least two phone numbers as points of contact with the bid response.

2.4. **ADDITIONAL TERMS AND CONDITIONS:**

- 2.4.1. 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.
- 2.4.2. 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.
- 2.4.3. Contractor **may not** use subcontractors unless pre-approved by the County Purchasing Director.
- 2.4.4. 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. Primary Specifications (cont.)**2.5. 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.

- 2.5.1. **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.
- 2.5.2. **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.
- 2.5.3. **Automobile Public Liability and Property** – The Contractor shall maintain during the life of this contract, automobile public liability insurance in the amount of not less than \$1000,000.00 combined single limit for any one occurrence and not less than \$100,000.00 per individual. Said insurance shall cover both bodily injury, including accidental death and property damage, to protect Contractor 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.
- 2.5.4. **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.
- 2.6. **DESIGNEE** - Boone County Public Works, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201.
- 2.6.1. **Contact** – Melinda Bobbitt, CPPB, Director of Purchasing, Boone County Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201. Phone: (573) 886-4391; Fax: (573) 886-4390; Email: mbobbitt@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 here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet.
- 3.2 **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under “Bid Submission Information and Deadline”. **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid number and the due date and time.
- 3.2.2. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 3.2.3. The County’s Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at www.showmeboone.com. View information under *Purchasing Department*.
- 3.2.4. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office or web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 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** – 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. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Bidder’s pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone 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. 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:

4.7. 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 four subsequent renewable contract periods.

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

4.7.4. List all contact names, telephone numbers, cellular telephone numbers or pager numbers.

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 has 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.

4.10.1. Authorized Representative (Sign By Hand):

4.10.2. Type or Print Signed Name:

4.10.3. Today's Date: _____



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391- Fax (573) 886-4390

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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.
 13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.



“No Bid” Response Form

Boone County Purchasing
601 E. Walnut, Room 208
Columbia, MO 65201

Melinda Bobbitt, 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: 18-28FEB05 – County Roadside Trash Pickup

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) Why Not Submitting a Bid:

