



## **Request For Bid (RFB)**

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

**Heather Turner, Buyer**  
573/886-4392 - FAX 573/886-4390  
Email: hturner@boonecountymo.org

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### ***Bid Data***

Bid Number: **36-03MAY05**  
Commodity Title: **Hydraulic Excavator**

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

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

Day / Date: **TUESDAY, MAY 3, 2005**  
Time: **10:25 AM (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 209  
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, MAY 3, 2005**  
Time: **10:30 AM**  
Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 213  
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  
"No Bid" 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. 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. 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 a contract for the furnishing of new 2005 or Current Model Year Hydraulic Track Excavator with all manufacturer’s standard equipment and those features as outlined below.
- 2.1.1. **Quantity – 1 Note: Vendor will be bidding on one (1) Hydraulic Track Excavator.**
- 2.1.2. **Acceptable Models** - Komatsu 200 LC-7, Caterpillar 320 CL, Case CX 210, JCB JS220, Hyundai R210 LC-7, John Deere 200 LC, or Equal.
- 2.2. **MINIMUM TECHNICAL SPECIFICATIONS**
- 2.2.1. **Basic Operating Weight:** Minimum basic operating weight shall be 44,750 lbs and not to exceed 49,000 lbs. Including bucket and other features as specified in the following.
- 2.2.2. **Engine:** Turbo-charged diesel type, four (4) stroke, six (6) cylinder, The engine shall develop a minimum of 130 SAE net standard horsepower. This net horsepower rating shall be at the flywheel of standard engine equipped with fan, air cleaner, turbo pro-cleaner, water pump, lubricating oil pump, fuel pump, muffler and alternator. Tier II emission compliant. The engine shall be equipped with a 24-volt electrical system for both starting and operation and two (2) 25 amp minimum 24 to 12-volt converters. The starting system shall be equipped with two (2) 12-volt batteries, 1100 CCA minimum and have electric intake manifold pre-heater for cold weather start and a 110-volt engine block heater. Auto-idle feature.
- 2.2.3. **Hydraulic System:** Variable axial –piston pumps, 53 GPM minimum each. 32 gallon minimum hydraulic tank. Factory equipped auxiliary high flow hydraulics installed to bucket and configured to run a breaker or a hydraulic thumb and foot control (with lock-out for breaker operation) in the cab. Auxiliary system must have metering capability. Full-flow filters In-tank and in-line (10 microns or better).
- 2.2.4. **Undercarriage:** 7’10” minimum track gauge, 14’7” minimum track length. 32” triple grouser (or semi-grouser) tracks. 35 degrees – gradeability minimum.
- 2.2.5. **Boom/Stick/Bucket Configuration:** Minimum digging depth – 20’10”, Minimum digging height – 31’1”. Transport length – 31’4” maximum.
- 2.2.6. **Buckets/Attachments:** Quick hydraulic bucket detach feature, weld-on hydraulic thumb – must be removable (not main pin type), one 48” heavy duty bucket with lifting eye or hook, one 72” ditching bucket.
- 2.2.7. **Operator’s Station:** Windows to be tinted to improve cab lighting conditions, easy open front windshield, wipers and motor mounted to maximize visibility, lower wiper if available, climate-control shall have heating, air conditioning, and defrost functions with air speed controls. AM/FM radio w/speakers, joystick controls shall be ergonomically placed in front of arm rests, controls to be easily switched from ISO to SAE patterns, 12V power point, courtesy cab light, front window roller blinds to cut glare in extreme light conditions. Cab sound proofing. Non-slip walkways and rubber floor mat(s), lap seat belt. Extra 12V line to be installed into cab for mounting a 2-way radio (8’ of power cable inside cab).
- 2.2.8. **Lighting Systems:** Boom and mainframe mounted work lights. Low profile LED multi-directional Strobe light to be mounted on top of cab and controlled by lighted switch in cab.
- 2.2.9. **Keys:** Shall provide 6 additional keys with unit (in addition to the 2 customary keys).
- 2.2.10. **Manuals:** Operator’s manual, parts book and service/repair manual **shall** be furnished with the machine upon delivery. Manuals may be in the form of CD’s or DVD’s.
- 2.2.11. **Equipment Training:** The successful vendor agrees to provide an appropriate on-site training program for a maximum of two (2) county operators and two (2) county equipment technicians in sufficient scope as to assure efficient and economical performances and maintenance of the equipment purchased.
- 2.2.12. **Vendor Service/Repair Facilities:** Because the maintenance and repair of this type equipment is complex and due to the critical nature of our operation, repair parts and service must be adequately and readily available. The vendor shall certify that they maintain an adequate stock of repair parts and service items **within** the area and employs qualified service and repair technicians **within the local area** and available within 2 hours. **The vendor shall state in the returned bid the location of the service and repair facility, parts depot, and credentials of the service and repair person(s).** First 100 hr. service to be provided by vendor.
- 2.2.13. **Demonstration:** Prior to awarding the bid, vendor(s) may be requested to demonstrate equipment on-site at the Boone County Public Works Department.
- 2.2.14. **Warranty:** Three (3) year, 5000 hour extended warranty on drive train components. One year complete machine.
- 2.2.15. **Trade-In** – The intention is to trade-in one hydraulic excavator with this purchase. The trade-in is listed on the response sheet. If you are interested in inspecting the trade-in, an appointment must be scheduled with Greg

- Edington of the Public Works Department at 573-449-8515 ext (226).
- 2.3. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.
  - 2.4. **DESIGNEE** – Boone County Public Works, Maintenance Operations Division, Greg Edington, Fleet Operations Superintendent, Highway 63 South, Columbia, MO 65201. 573-449-8515 ext. 226..
  - 2.4.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, Room 209, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: [hturner@boonecountymo.org](mailto:hturner@boonecountymo.org)
  - 2.5. **DELIVERY** – Units shall be delivered with Bill of Sale, Invoice, and Manufacturer's Statement of Origin.
  - 2.5.1. **Delivery Terms:** FOB Destination – Boone County Public Works Department, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201. Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
  - 2.5.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
  - 2.6. **ADDITIONAL TERMS AND CONDITIONS**
  - 2.6.1. Equipment shall be properly serviced, including grease and oil to the proper levels.
  - 2.8.2. Vendor to include product literature for each proposed piece of equipment.
  - 2.6.3. Bid evaluation will be based on quality, reliability, delivery time ARO, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications and demonstration of machine. Availability of parts, speed of service, and location of service/warranty work will weigh into consideration of award.

**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](http://www.showmeboone.com).
- 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 informality 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**

Price

4.7.1. 2005 Model Hydraulic Excavator per  
Section 2

\$ \_\_\_\_\_

Make \_\_\_\_\_

Model \_\_\_\_\_

4.7.2. **Trade-In: 1995 Daewoo DH170  
Hydraulic Excavator, SN: 0136, approx.  
2500 hours**

(\$ \_\_\_\_\_)

4.8. **Cash Discount**

\$ \_\_\_\_\_ net \_\_\_\_\_ days

4.9. **Grand Total of Equipment (4.7.1. – 4.7.5. – 4.8.)**

\$ \_\_\_\_\_

4.10. **Describe any Warranty Restrictions:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.11. **Describe Any Deviations**

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\_\_\_\_\_  
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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. 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.**

4.12.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Name and Title of Authorized Representative

4.13. 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

4.14. Delivery ARO: \_\_\_\_\_



## **Standard Terms and Conditions**

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

**Heather Turner, Buyer**  
573/886-4392 - 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.



**Boone County Purchasing  
Heather Turner  
Buyer**



601 E. Walnut-Room 209  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## **“NO BID” RESPONSE FORM**

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID

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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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 36-03MAY05

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address/P.O. Box)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

(Fold Here Second – Then Seal With Tape)

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**Boone County Purchasing Department**  
601 E. Walnut Street, Room 209  
Columbia, MO 65201-4460

Place  
Stamp  
Here

Boone County Purchasing Department  
601 E. Walnut Street, Room 209  
Columbia, MO 65201-4460

Bid Number: 36-03MAY05

Vendor Name: \_\_\_\_\_

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(Fold Here First)