



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Amy Robbins, Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: arobbins@boonecountymo.org

Bid Data

Bid Number: **53-02DEC14**
Commodity Title: **Shop Fluids Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, December 2, 2014**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 109
Columbia, MO 65201**
Directions: The Annex Building is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **Tuesday, December 2, 2014**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Address: **Boone County Annex Building
613 E. Ash Street, Room 109
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
Debarment
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. 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 e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 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. The 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. If a split award is not acceptable to a bidder, it must be stated in the bid response.

- 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** - The Term and Supply Contract period shall be from **January 1, 2015 through June 30, 2015 and may be automatically renewed for up to an additional five (5) six month periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.6.1. **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.
- 1.6.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 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 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 Furnishing and Delivery of **Shop Fluids and Petroleum Products** as needed for the Boone County Public Work’s Department..
- 2.1.1. **Standard Shop Fluids and Petroleum Products** – Section 4.8. of this request lists standard shop fluids and petroleum products the County has identified as standard items to be purchased from this contract(s). **Bidder(s) shall provide ONLY brand name products when specified on the Bid Response sheet (No other equals will be accepted).** Bidders shall price each item listed. Prices will be firm for the initial contract period. Bidders must provide a maximum percentage cost increase for **all** contract periods for these items.
- 2.2. **Material Specifications:**
- 2.2.1. **Universal Tractor Fluid** – Premium hydraulic/transmission fluid that exceeds the refill and service top-up needs of farm and industrial tractor transmission, differentials, and immersed disc brakes. Must meet or exceed: John Deere J20C, Allison C-4. Bulk tank capacity is 250 Gallons.
- 2.2.2. **15W40** – (Extended Service Interval) Heavy duty 15W-40 diesel engine oil performance requirements; semi-synthetic base stocks, API service rating of CJ-4/SM and 11 TBN minimum. Bulk tank capacity is 250 Gallons.
- 2.2.3. **Hydraulic Oil (ISO-46)** – Premium industrial hydraulic oil for hydraulically activated equipment that utilizes high-performance pumps. Approvals to include Vickers 35VQ25 pump test and Denison HF-O pump test. Must also have minimum oxidation life of 3,000 hours per ASTM D943 (hours to TAN 2.0). Bulk tank capacity is 250 Gallons.
- 2.2.4. **Coolant – Dexcool or equal extended life coolant**, meets ASTM D-3306 and D-4340. 50/50 mixture. 1 Gallon Containers.
- 2.2.5. **Coolant – Final Charge or equal, heavy duty extended life coolant** (Cat EC-1 spec.) 50/50 pre-diluted mixture. 55 Gallon Drums.
- 2.2.6. **Gear Lubricant** – SAE 75-90W synthetic gear lube, API GL-5. Quart Containers.
- 2.2.7. **Grease – High Temperature Lithium Complex NLGI #2.** Cartridge type 10-14 oz. Quantities are per box (10 – 12 cartridges/box).
- 2.2.8. **Grease – High Performance Multi Purpose HD**, Extreme pressure with Moly 5, NLGI1; GC-LB. Quantities are per box (10-12 cartridges/box).
- 2.2.9. **Grease - High Temperature Lithium Complex NLGI #2.** 120 pound barrel.
- 2.2.10. **Transmission Fluid** – Global Synthetic Automatic Transmission Fluid meeting specifications for GM (Dexron, Dexron II, IID, IIIG, IIIG, VI); Ford (Mercon, Mercon V, SP, LV, FNR5); and Allison (C-4, TES-295, TES-389). 55 Gallon Drums.
- 2.2.11. **Engine Oil – SAE 0W-20 Synthetic**, API service rating SN Resource Conserving, ILSAC GF-5, ACEA A1/B1. 1 Quart Containers.
- 2.2.12. **Engine Oil – SAE 5W-40 Synthetic**, Meets or exceeds API service levels CJ-4, CI-4/Plus, CH-4, CG-4, CF-4. 55 Gallon Drum.
- 2.2.13. **Engine Oil – SAE 5W-20** API service rating SN Resource Conserving, ILSAC GF-5, ACEA A1/B1. 1 Quart Containers.
- 2.2.14. **Engine Oil – SAE 5W-30** API service rating SN Resource Conserving, ILSAC GF-5, ACEA A1/A5, B1/B5. 1 Quart Containers.
- 2.2.15. **Engine Oil – SAE 10W-30** API service rating SN Resource Conserving, ILSAC GF-5. 1 Quart Containers.
- 2.2.16. **Power Steering Fluid** – Ford, GM and Chrysler power steering units. 1 Quart Containers.
- 2.2.17. **Propylene Glycol** – Environmentally safe coolant. Sierra brand or equal, 50/50 mixture. 55 Gallon Drums and 5 Gallon Containers. For use in boiler systems.
- 2.2.18. **Diesel Exhaust Fluid** – API & ISO 22241-1 Certified; Meets AUS-32 Specifications
- 2.3. **Quantity** - All orders will be made on an “as needed basis.” The quantities specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not

constitute a guarantee on the part of the County.

- 2.4. **DESIGNEE** - Boone County Public Works Department, Greg Edington, Asst. Mgr. Road Maintenance Operations, 5551 Tom Bass Rd., Columbia, Missouri 65201.
- 2.5. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, Boone County Purchasing, 613 E. Ash St., Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392 Fax (573) 886-4390, E-mail: arobbins@boonecountymo.org.
- 2.6. **DELIVERY** - Boone County Public Works Department, 5551 Tom Bass Rd., Columbia, Missouri 65201.
- 2.6.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges. Contractor shall have a maximum of three (3) business days to deliver product upon notification from receipt of an order.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com under Purchasing Department.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. PAYMENT

4.7.1. Prompt Payment Terms: _____

4.7.2. Will you accept automated clearinghouse (ACH) for payment of invoices?

4.8. Pricing – please bid by unit of measure listed in this table

ITEM #	Unit of Measure	DESCRIPTION	Proposed Brand	QTY	UNIT PRICE	EXT PRICE (Qty x Unit Price)
4.8.1.	GAL	Universal Tractor Fluid		1,000	\$	\$
4.8.2.	GAL	15W-40 (Extended Service)		2,750	\$	\$
4.8.3.	GAL	Hydraulic Oil (ISO-46)		500	\$	
4.8.4.	GAL	Coolant (DexCool or equal)		60	\$	\$
4.8.5.	GAL	Coolant (Extended Life) 50/50.		110	\$	\$
4.8.6.	QTS	Gear Lubricant		50	\$	\$
4.8.7.	BOXES	Grease (Cartridge) NLG2		36	\$	\$
4.8.8.	BOXES	Grease (Cartridge) NLG1				
4.8.9.	120 lb.	Grease		1	\$	\$
4.8.10.	GAL	Automatic Transmission Fluid		440	\$	\$
4.8.11.	1 QT container	0W-20		60	\$	\$
4.8.12.	1 QT container	5W-40		60	\$	\$
4.8.13.	1 QT container	5W-20		60	\$	\$
4.8.14.	1 QT container	5W-30		120		
4.8.15.	1 QT container	10W-30		120		
4.8.16.	1 QT	Power Steering Fluid		60	\$	\$

	container					
4.8.17.	55 GAL	Propylene Glycol (50/50)		275	\$	\$
4.8.18.	5 GAL container	Propylene Glycol (50/50)		10	\$	\$
4.8.19.	2.5 GAL container	Diesel Exhaust Fluid		50	\$	
4.8.20.	GAL	Diesel Exhaust Fluid - Bladder skid mounted.		1980	\$	
4.8.21.			TOTAL (4.8.1 – 4.8.20.)			\$ _____

4.9. Maximum Percentage Increase or decrease for any renewal period
_____ %

4.9.1. Minimum discount from list for all products introduced after inception of the contract and all existing products not specified herein:
_____ %

4.10. Delivery Date ARO: _____

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?
_____ Yes _____ No

4.12. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

4.12.1. Type or Print Signed Name:

4.12.2. Authorized Representative (Sign By Hand):

4.12.3. Today's Date: _____

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



“No Bid” Response Form

Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201
Amy Robbins, Senior Buyer
(573) 886-4392– 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: 53-02DEC14 – Shop Fluids Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

