



COUNTY OF COLE JEFFERSON CITY, MISSOURI

REQUEST FOR BID

2017-42: CINDER MATERIALS & HAULING

SUBMISSIONS SHALL BE ACCEPTED UNTIL

TUESDAY, NOVEMBER 28 at 3:30 P.M. CST

AND RECEIVED AT:

**COLE COUNTY COMMISSION
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MO 65101**

Company Name

Direct Contact Name (Typed/Printed)

Mailing Address

Title

City/State/Zip

Email

Office Telephone Number

Direct Line or Extension

I hereby certify that I am submitting the following information on behalf of the above-listed company and understand that by virtue of executing and returning with this response this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the terms and conditions of this solicitation, all attachments and the contents of any addendum or amendment released hereto. (Submission must be signed by an officer or employee having authority to legally bind the respondent.)

Authorized Signature

Authorized Name (Typed/Printed)

Title

Date

REQUEST FOR BID

Sealed offers will be accepted by the Cole County Commission for consideration in provision of the following:

2017-42 CINDER MATERIALS & HAULING

Submissions will be received at the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri until 3:30 p.m. on Tuesday, November 28, at which time they will be publicly opened and taken under advisement. Bidders should be aware that submissions are public record under state law. Specifications are available at www.colecounty.org or by contacting Jennifer Prenger at (573) 634-9168 or jprenger@colecounty.org.

NEWS TRIBUNE: Oct 29, Nov 5 & 12

Legal Notices
Cole County Commission
311 East High Street
Jefferson City MO 65101

COLE COUNTY COMMISSION
PURCHASING
311 EAST HIGH STREET, ROOM 200
JEFFERSON CITY, MISSOURI 65101

REQUEST FOR BID

1.0 OVERVIEW

- 1.1 NOTIFICATION.** This document constitutes a request for competitive, sealed offers per the Terms and Conditions of bidding and any special conditions set forth herein for the provision of cinders for use by the Cole County Department of Public Works.

Respondents are responsible for being thoroughly familiar with all specifications and requirements of this solicitation. Failure to examine any relevant document or provision thereof will not relieve the successful respondent from any obligation under this bid. Qualified organizations are invited to prepare an offer in response to this document and in doing so, concur with all terms, conditions, specifications and addenda to this bid unless specifically noted otherwise in a separate section titled “EXCEPTIONS”.

- 1.2 QUESTIONS, REQUESTS FOR CLARIFICATION OR INTERPRETATION.** Respondents are advised that all questions concerning the meaning or intent of these specifications must be submitted **IN WRITING** and received at least five (5) business days prior to the date scheduled for bid opening. All inquiries shall be directed to:

Jennifer Prenger, Purchasing Agent
jprenger@colecouny.org

As of the issuance date of this solicitation and continuing until the final date for acceptance of submissions, all respondents are specifically directed not to discuss, hold meetings, conferences, or technical discussions with any County employee for the purpose of responding to this solicitation except as otherwise permitted by this bid document. Respondents should not otherwise ask any County officials or employees questions about the bid or related issues, either orally or by written communication. Respondents directly contacting other County employees risk elimination from further consideration.

- 1.3 ISSUANCE OF ADDENDA.** Every attempt shall be made to ensure that all written questions receive an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all respondents will be advised of any questions submitted, the County’s response, and any other pertinent information related to this solicitation via the issuance of addenda, which will be posted at www.colecouny.org. All issued addenda are incorporated by reference as if fully set out herein. An addendum may contain information that could affect bid responses. Respondents are cautioned that the only official position of Cole County is that which is issued by Cole County in these specifications or by addendum thereto; no other means of communication, whether written or oral, shall be construed as a formal or official response or statement. It shall be the responsibility of the respondent to verify whether or not any addenda have been issued prior to submitting a bid response to Cole County.

The County assumes no liability if a respondent fails to incorporate addenda into their bid. Failure to have requested an addendum covering any questions affecting the interpretation of these specifications shall not relieve the awarded party from delivering the completed project, product and/or service in accordance with the intent of these specifications.

1.4 **SUBMISSION REQUIREMENTS.** A fully executed response, including the specification pages comprising this invitation and any related illustrative documentation and/or issued addenda shall be:

- submitted in a sealed envelope identified by bid number, bid title, and bid opening date/time;
- complete and signed by an official authorized to obligate the agency or company submitting the bid;
- inclusive of (1) complete original bid and two (2) exact duplicates.

It is the responsibility of each respondent to deliver its submission to the office of the Cole County Commission, 311 East High Street, Room 200, Jefferson City, Missouri on or before the date and exact time indicated for public bid opening. Fax and email submissions will not be considered. Responses will be time and date stamped; those received late will be determined non-responsive and returned unopened to the sender without exception.

1.5 **BID OPENING.** Submissions will be publicly opened in the Cole County Commission Chambers on Tuesday, November 28 at 3:30 p.m. Central. Respondents and the public are invited but not required to attend the formal bid opening. All documents will be made available for public inspection, but no decision relating to the award of the contract or agreement will be made at the bid opening.

1.6 **ADVICE OF AWARD.** Award notification letters, along with a bid tabulation summarizing responses received, will be sent via email to all parties that submitted a response upon bid award by the Cole County Commission.

2.0 TERMS AND CONDITIONS

2.1 **INCURRING COSTS.** Cole County shall not pay for any information requested herein nor be obligated or liable for any cost incurred by any respondent in submitting a response.

2.2 **RESERVATIONS.** The right is hereby reserved to reject any or all submissions for any reason, in part or in whole, received in response to this solicitation; to waive or not waive informalities or irregularities in any response or the bidding procedures; to request supplementary information from respondents as determined necessary to effectively evaluate responses; to cancel this solicitation, advertise for new and/or purchase off of cooperative purchasing contract(s); and to accept, request clarification or further negotiate the terms, conditions and/or methodology of any response if, in Cole County's sole judgment, the best interests of Cole County will be so served.

2.3 **MODIFICATION/WITHDRAWAL.** Receipt of written notice or an in-person request from a properly identified individual prior to the official date and time set for bid opening must occur in order to modify or withdraw a submission which has been delivered to the office of the Cole County Commission.

2.4 **VALIDITY.** Respondents agree that submissions will remain valid for consideration by the County for a minimum period of ninety (90) calendar days after the date specified for bid opening.

2.5 **RESPONSE MATERIAL OWNERSHIP.** All material submitted in response to this solicitation becomes the property of Cole County and may be disclosed upon proper Sunshine Law request per 610.021(12) RSMo.

2.6 **EXCEPTIONS.** The wording of this solicitation may not be changed or altered in any manner. Changes, additions or limiting provisions made on the invitation will render the bid informal and may cause its rejection. Taking exception to any clause in part or in whole does not necessarily disqualify a respondent; any such exception shall be clearly identified and described in full detail in the respondent's submission on a separate page clearly titled "EXCEPTIONS." Any exception will be evaluated and

accepted or rejected by Cole County, whose decision shall be final and conclusive. In the absence of such declaration(s), the response shall be accepted as in strict compliance with all terms, conditions, and specifications requested and the awarded party shall be held responsible for providing the product or service accordingly.

- 2.7 **RESTRICTIVE LANGUAGE.** It shall be the responsibility of potential respondents to ask questions, request changes or clarification, or otherwise advise Cole County if any language, specification or requirement of this solicitation appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit responses to a single source. Such notification must be directed to the Purchasing Agent and received at least five (5) business days prior to the date set for bid opening.
- 2.8 **INTERPRETATION.** If a respondent has any questions which arise concerning the true meaning or intent of these bid documents, plans or any part thereof which affect the cost, quality, quantity, or character of the project or service, respondent shall request in writing that an interpretation be made and an addendum be issued which shall then be posted at www.colecounty.org. Failure to have requested an addendum covering any questions affecting the interpretations of the bid documents shall not relieve the successful respondent from delivering the product, service or completed project in accordance with the intent of the bid documents. Should any differences arise as to the meaning or intent of these specifications, Cole County's interpretation shall be final and conclusive.
- 2.9 **EQUIVALENT MATERIAL/EQUIPMENT.** Any listed manufacturer/model number(s) or a definite reference to a particular item or piece of equipment is intended to establish a minimally acceptable design, type, quality, functional capacity, and/or desired performance level. It is to be understood that any equivalent alternate which will perform adequately the duties imposed by the general design may be proposed and bid so long as sufficient details necessary to establish equivalency are included in the submission. Acceptance is subject to approval of the County which may request further information, sample(s) and/or a demonstration prior to bid award. Cole County shall be the sole judge of equivalency.
- 2.10 **LIKE OR SIMILAR PRODUCT.** Cole County reserves the right, at its sole discretion, to obtain like or similar product(s) to that which has been specified herein when use of such product is deemed in the best interest of the County.
- 2.11 **QUALIFICATIONS OF RESPONDENTS.** Cole County may make such investigations as deemed necessary to determine the ability of any respondent to provide the product and/or service described herein. Respondent shall furnish to the County all such information and data for this purpose that the County may request. The County reserves the right to reject any submission if the evidence submitted by the respondent or investigation of such respondent fails to satisfy the County that such respondent is properly qualified to carry out the obligations of the contract and/or to complete the work contemplated herein.
- 2.12 **PRICES.** Prices must be stated in units of quantity specified and must be firm. Price submitted for each item shall include all cost, of whatever nature, that is involved in achieving the good or service per the bid documents. Bids qualified by escalator clauses may not be considered.
- 2.13 **TAX EXEMPTION.** Cole County is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available to the awarded party upon request.
- 2.14 **DELIVERY.** The delivery date(s) or when work will start shall be stated in definite terms as they may be taken into consideration when making award. Cole County reserves the right to cancel all or any part of an order if delivery is not made or work not started as guaranteed.

- 2.15 **DEFAULT.** In case of default by the bidder or contractor, Cole County may procure the articles or services from other source(s) and hold the successful respondent responsible for any excess cost occasioned thereby.
- 2.16 **ACCEPTANCE.** No equipment, supplies, materials and/or services received by Cole County pursuant to this solicitation shall be deemed accepted until the County has had reasonable opportunity to inspect. Cole County reserves the right to reject anything that does not comply with reasonable expectations based on the specifications outlined herein.
- 2.17 **SHIPMENTS.** All shipments shall be F.O.B. destination, freight prepaid to Jefferson City, Missouri.
- 2.18 **APPLICABLE LAW.** In submitting a bid, the respondent warrants that it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other governmental authority or agency in providing the product(s) or service(s) specified herein. Any contract resulting from this solicitation is to be interpreted by the laws of Missouri. The parties agree that the proper forum for litigation arising out of the contract resulting from this solicitation is Cole County, Missouri.
- 2.19 **AS NEEDED, IF NEEDED.** The contractor shall provide product or service on an “as needed, if needed” basis for Cole County in accordance with the provisions and requirements stated herein. The resulting contract does not guarantee that all purchases of this nature will go to the successful respondent(s), but rather establishes a primary vendor. Any usage quantities included in this request are based on estimated need; Cole County reserves the right to increase or decrease quantities to meet actual needs and maintain the quoted pricing.
- 2.20 **ASSIGNMENT.** The awarded party shall not assign the Contract, subcontract, or sublet it as a whole without the prior written consent of Cole County. Assignment, subcontracting, or subletting without such consent will in no way relieve the awarded party of any of its obligations under this Contract unless specified, in writing, by Cole County.
- 2.21 **EVALUATION & BASIS OF AWARD.** 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. Award shall be made to the lowest responsible bidder(s) whose offer best responds to the quality, capacity, and service requirements of Cole County, as determined by the County. Award may be made on an item-by-item basis to the lowest and best bids or award may be made to the lowest and best bid overall, whichever the County determines is in its best interest.
- 2.22 **PREFERENCE.** In making bid awards, Cole County shall give preference to all firms, corporations, or individuals that maintain office or places of business within the County of COLE when the quality of the commodity or performance promised is equal or better and the price quoted is the same or less.
- 2.23 **APPROPRIATION OF FUNDS.** Financial obligations of Cole County payable after the first fiscal year the system is in place are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to Cole County.
- 2.24 **COOPERATIVE PROCUREMENT.** Various State Agencies, City and County Offices, and/or any other government entity may or may not request an unknown quantity of goods or services under this solicitation during the effective period or resulting agreement period at the same prices, terms and conditions.

If the awarded party agrees to cooperative procurement, it is agreed and understood that each participating political subdivision will make its own separate contract with the awarded party; that each participating political subdivision shall only be liable to the awarded party for service, materials or supplies for which it has directly contracted without any liability for purchases contracted for by any other participating political subdivision; and each awarded party shall be required to bill each participating political subdivision separately and directly for the service, materials or supplies it has purchased.

In the event of any dispute between a political subdivision and a awarded party arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the awarded party.

In the event of any dispute between a political subdivision and a successful bidder arising after a contract of purchase has been executed, such dispute shall be handled by and between the particular political subdivision affected and the contractor.

- 2.25 **MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT.** The Vendor represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Cole County, Missouri.
- 2.26 **INDEMNIFICATION.** The successful respondent shall, at its own expense, protect, defend, indemnify, save and hold harmless Cole County and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that Cole County and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement. The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimburse to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the contractor.

3.0 SCOPE OF WORK

- 3.1 **OVERVIEW.** Cole County Department of Public Works is seeking bids from respondents who can provide 750 tons of cinder materials and hauling services from the Thomas Hill Power Plant in Randolph County (4461 Highway F, Clifton Hill, MO 65244) to the Cole County Department of Public Works' maintenance building (5055 Monticello Road, Jefferson City Mo. 65109). The unit price bid per ton shall include the total cost of trucking and the price of cinders; only cinders from the Thomas Hill Plant will be accepted.
- 3.2 **USAGE QUANTITY.** The Cole County Department of Public Works reserves the right to increase or decrease the quantity of material to be delivered by up to twenty-five percent (25%) and maintain the quoted unit price per ton.
- 3.3 **PRICING SUBMISSIONS.** All deliveries shall be F.O.B. Destination Freight Prepaid (as outlined above). Freight/Hauling costs and materials must be included in the unit price bid.
- 3.4 **DELIVERY REQUIREMENTS.** The Cole County Department of Public Works will contact the awarded vendor(s) to determine availability/mobilization time required, coordinate schedules and determine starting dates. Bid prices must be firm until work is completed. The Cole County Public Works yard

will only be open between the hours of 8:00 am and 4:30 pm Central Monday through Friday and will be closed on all state holidays.

It will be necessary for a representative of the Cole County Department of Public Works to be present when the material is delivered. No material will be accepted that has been dumped in the absence of the department's aggregate materials checker. No deliveries will be made on Saturdays, Sundays or holidays.

- 3.5 **LEGAL WEIGHTS.** Provisions of the Missouri Statutes relative to legal weights in regard to axle and gross weights, gross weights in relation to axle spacing and Supplementary Bridge limits all contained in Sections 304.180 and 304.190 RSMo shall be understood and will be abided by. The Department will not accept loads which exceed legal weights.

BIDDER RESPONSE FORM
Bid No. 2017-42, Cinder Materials & Hauling

QUOTED PRICES ARE FOR PICKUP OF MATERIAL AT THE THOMAS HILL POWER PLANT AND
DELIVERED TO THE COLE CONTY DEPARTMENT OF PUBLIC WORKS

	PRICE/TON
CINDERS	_____

I/We the undersigned do hereby certify that the information presented in this bid is true and accurate and agree to provide the specified Materials to the Cole County Department of Public Works at the price quoted above.

Authorized Agent (Please Print)

Signature of Authorized Representative

Business Name

Date

ANTI-COLLUSION STATEMENT

STATE OF _____)

COUNTY OF _____)

_____ being first

duly sworn, deposes and says that he is _____
(title of person signing)

of _____

(Name of Bidder)

that all statements made and facts set out in the proposal for the attached bid are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the attached bid .

(BY) _____

(BY) _____

Sworn to before me this _____ day of _____, 20 ____

Notary Public

My Commission expires: _____