



CLAY COUNTY

DEPARTMENT OF PURCHASING AND CONTRACT SERVICES INVITATION FOR BID (IFB)

IFB NO.: 35-14 / **Federal No:** BRO-B024 (24)
TITLE: Bridge Replacement
ISSUE DATE: 09/22/14

BUYER: Julie Lombard
PHONE NO.: (816) 407-3634
E-MAIL: JLombard@claycountymo.gov

BID RESPONSES MUST BE RECEIVED BY NO LATER THAN (“CLOSE/RETURN DATE and TIME”):

10/22/14 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print the SEALED BID LABEL found in Attachment 2 or type **IFB Number, IFB Title** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed bids **must** be in Clay County Purchasing office prior to the return date and time.

RETURN BID TO: **CLAY COUNTY ~ DEPARTMENT OF PURCHASING & CONTRACT SERVICES
 ADMINISTRATION BUILDING
 1 COURTHOUSE SQUARE, 3RD FLOOR,
 COMMISSION FRONT DESK RECEPTION AREA
 LIBERTY, MO 64068**

CONTRACT PERIOD: DATE OF AWARD THROUGH EIGHT MONTHS

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

**Highway Department
 17216 Bishop Road, in Section 14, Township 53N, Range 31W,
 Clay County, Kearney, Missouri**

By signing this IFB cover page, the bidder shall hereby declare understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Contract Terms and Conditions. The bidder shall further agree that the language of this IFB shall govern in the event of a conflict with his/her bid. In addition, the bidder shall further agree that upon receipt of an authorized purchase order from Clay County or when a Contract Resolution is signed and issued by an authorized official of Clay County, a binding contract shall exist between the bidder and Clay County.

SIGNATURE REQUIRED

Company Name		Authorized Representative (Print)		Title	
Street Address		Authorized Signature			
City/State/Zip	County	Date		Company Tax ID No.	
Telephone No.	Facsimile No.	E-Mail			
___ Corporation		___ Individual		___ State/Local Government	
___ Partnership		___ Sole Proprietor		___ IRS Tax-Exempt	
Vendor Tax Filing Type With IRS (Check One)					

1. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed bids from prospective bidders for a Bridge Replacement Project for the Clay County Highway Department in accordance with the requirements and provisions stated herein.

1.1.2 IFB Document Contents: This document, referred to as a Invitation For Bid (IFB), is divided into the following parts:

Section 1: Introduction and General Information
Section 2: Scope of Work/Performance Requirements
Section 3: Bid Submission Information
Section 4: Contractual Provisions and Requirements
Terms and Conditions
Section 5: Evaluative Information

Attachment 1: SAMPLE Resolution Agreement (contract cover page)

Attachment 2: SEALED BID LABEL

Attachment 3: Bridge Replacement Contract Documents / Federal No: BRO-B024(24)

1.2 IFB Questions:

1.2.1 Questions and issues relating to the IFB must be directed to the Design Professional Lindsey Chaffin, Great River Associates, 2826 S. Ingram Mill, Springfield, MO 65804; phone (417) 886-7171. It is preferred that questions be emailed to lchaffin@greatriv.com.

1.2.2 **All questions and issues should be submitted no later than four (4) working days prior to the bid opening.**

1.2.3 Questions and issues necessitating requirement changes or clarifications will result in an addendum to the IFB. As a result, some questions and issues may not result in a direct response to the inquiring vendor. There shall be no posted written records of the questions/communications (i.e. formal question/answer document).

1.3 Bidder's Contacts:

1.3.1 Bidders and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the IFB, the evaluation, etc., to the Design Professional as indicated in paragraph 1.2.1. Bidders and their agents may not contact any Clay County employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Bidders and their agents who have questions regarding this matter should only contact the Design Professional.

1.4 Background Information:

1.4.1 The Clay County Highway Department has a need for construction of a single-span, 90 foot long pre-stressed NU girder bridge, approach roadway work, paving, and any incidental work in accordance with the plans and specifications further outlined in Attachment 3 to this IFB. The project is located at 17216 Bishop Road, in Section 14, Township 53N, Range 31W, Clay County, Missouri over Muddy Fork.

- 1.4.2 Plans and specifications may be purchases from the office of the Great River Associates (GRA), at 2826 S. Ingram Mill, Springfield, MO 65804 upon payment of \$75.00, which is not refundable.
- 1.4.3 All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the Missouri Standard Specifications for Highway Construction, 2011 Edition including all revisions. The contractor questionnaire must be on file seven (7) days prior to bid opening.
- 1.4.4 Although an attempt has been made to provide accurate and up-to-date information, Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation For Bid.

1.5 Attachments:

- 1.5.1 The bidder is advised that an attachment exists to this document, which provide additional information and instruction. However, due to the size of the electronic file, it is not able to be incorporated into this document but, instead, must be downloaded from the Clay County online bidding website. Please refer to:
<https://www.claycountymo.gov/bids/current> or go to
<https://www.claycountymo.gov/Purchasing/DemandStar>.
- 1.5.2 The attachment shall be separate downloadable document located on the same web page where the IFB document is downloadable. It shall be the sole responsibility of the bidder to obtain the attachments. The bidder shall not be relieved of any responsibility for performance under the contract due to the failure of the bidder to obtain copies of the attachments.
- 1.5.3 The following describes the separate downloadable Attachment to this IFB:
- a. Attachment 3 – Bridge Replacement Contract Documents / Federal No: BRO-B024(24)

1.6 Definitions: *The following definitions shall apply throughout this document:*

- 1.6.1 **“Addendum”** shall mean a written, official modification to an IFB.
- 1.6.2 **“Amendment”** shall mean a written, official modification to an awarded contract as approved by the Clay County Commission.
- 1.6.3 **“Attachment”** applies to all forms which are included with an IFB to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- 1.6.4 **“Buyer”** shall mean the procurement staff member of Clay County Purchasing Agent.
- 1.6.5 The **Contact “Person”** as referenced herein is the Design Professional Lindsey Chaffin at Great River Associates.
- 1.6.6 **“Contract”** shall mean a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services. All contracts must be approved by the Clay County Commission.
- 1.6.7 **“Contractor”** shall mean a person or organization who is a successful bidder as a result of an IFB and who enters into a contract.
- 1.6.8 **“Entity”** shall mean the unit of Clay County government in the state of Missouri for which the equipment, supplies, and/or services are being purchased by the **Clay County Purchasing Agent (CCPA) via the Department of Purchasing and Contract Services (DP&CS)**. The entity is also often referred to as **“the County”**. The entity is also responsible for payment.

- 1.6.9 **“May”** shall mean that a certain feature, component, or action is permissible, but not required.
- 1.6.10 **“Must”** shall mean that a certain feature, component, or action is a mandatory condition.
- a. The bidder’s bid response shall not take exception to or conflict with the mandatory requirements of the IFB (denoted by the words “must” and “shall”). Failure to fulfill mandatory requirements shall make the bidder’s bid response to be considered unacceptable and thus may result in the bid response no longer being given consideration in the evaluation process. Clay County shall not award a noncompliant bid.
- 1.6.11 **“Bidder”** shall mean the person or organization that responds to an IFB by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the IFB document.
- 1.6.12 **“Pricing Page(s)”** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the IFB. The pricing pages must be completed and submitted by the bidder with the sealed bid prior to the specified bid opening date and time.
- 1.6.13 **“Bid Opening Date and Time”** and similar expressions shall mean the exact deadline required by the IFB for the receipt of sealed bids.
- 1.6.14 **“Invitation For Bid (IFB)”** shall mean the solicitation document issued by the DP&CS to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.
- 1.6.15 **“RSMo (Revised Statutes of Missouri)”** refers to the body of laws enacted by the Legislature which govern the operations of all public governmental entities of the state of Missouri. Chapter 50 of the statutes is the primary chapter governing the operations of DP&CS.
- 1.6.16 **“Shall”** shall have the same meaning as the word “must”.
- 1.6.17 **“Should”** means that a certain feature, component and/or action is desirable but not mandatory.
- 1.6.18 **“Vendor”** shall have the same meaning as the word “Bidder”.
- 1.6.19 **“Will”** shall have the same meaning as the word “must”.

2. SCOPE OF WORK / PERFORMANCE REQUIREMENTS

This section of the IFB includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of the Clay County Entity. The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The bidder is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The bidder's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Clay County. The bidder must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the bidder (if any) in the appropriate Pricing Pages of Attachment 3.

2.1 General Requirements:

2.1.1 The contractor must provide the Bridge Replacement services, which meets or exceeds the specifications contained in this document and as further specified in Attachment 3.

2.2 Specific Requirements:

2.2.1 The contractor shall complete the bridge replacement project within sixty (60) working days. The work shall be considered complete when the project has been accepted by MoDOT, the Design Professional and Clay County Highway Department.

2.2.2 The contractor shall be required to fulfill the Disadvantage Business Enterprise (DBE) requirements specified in Attachment 3.

2.2.3 The contractor shall comply and adhere to the Job Special Provisions as indicated in Attachment 3/BRO-B024(24).

3. BID SUBMISSION INFORMATION AND REQUIREMENTS:

This section of the IFB includes information and instructions to the bidder that are integral to vendors offering a bid. The contents of this section are informational and instructional. Many of the instructional provisions require certain actions by the vendor in offering a bid.

3.1 Open Competition/Invitation For Bid Document:

- 3.1.1 It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Design Professional if any language, specifications or requirements of an IFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the IFB to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the Design Professional. Such e-mail, fax, or phone communication should be received at least four (4) working days prior to the official bid opening date.
- 3.1.2 Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all bidders will be advised, via the issuance of an addendum to the IFB, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the IFB, any questions received less than four (4) working days prior to the IFB opening date may not be answered.
- 3.1.3 Bidders are cautioned that the only official position of Clay County shall be that which is issued by the DP&CS in the IFB or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 3.1.4 The DP&CS shall have the right to officially amend or cancel an IFB after issuance. It shall be the sole responsibility of the bidder to monitor the Clay County Current Bidding Opportunities website at: <https://www.claycountymo.gov/bids/current> to obtain a copy of the addendum(s).
- 3.1.5 Unless otherwise specifically stated in the IFB, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- 3.1.6 Unless otherwise specifically stated in the IFB, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- 3.1.7 Bids lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the IFB.
- 3.1.8 All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the IFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- 3.1.9 Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the IFB.

3.2 Preparation and Submission of Bids:

3.2.1 **Bid Organization:** In order to provide optimal readability of their bid by evaluators, bidders are strongly encouraged to organize their bid in **Tabbed Sections** as indicated below. Bidder's bid should be well-organized, straightforward, and easy to review.

a. Tabbed Sections should be as follows:

- 1) **Tab 1:** Signed IFB Cover Page and any IFB Addendum Cover Pages
- 2) **Tab 2:** Table of Contents
- 3) **Tab 3:** Transmittal Letter/Executive Summary
- 4) **Tab 4:** Response to Attachment 3
- 5) **Tab 5:** Bid Bond

3.3 Bid Bond Requirement:

3.3.1 Clay County shall require all bidders to furnish a bid bond in the amount of five percent (5%) the public work's cost specified in the pricing pages of Attachment 3. Surety shall be licensed to do business in the state of Missouri and shall have an A.M. Best rating of at least A-7.

a. The bidder must furnish a proposal security deposit in the form of an original bond (copies or facsimiles shall not be acceptable), check, cash, bank draft, or irrevocable letter of credit to the Clay County, Department of Purchasing & Contract Services by the bid opening date and time. The bid bond must be made payable to Clay County in the amount of five percent (5%) of the total value of the contract as specified in the pricing pages of Attachment 3. The Invitation For Bid (IFB) number 35-14 must be specified on the bid bond. Any bid bond submitted shall remain in force until such time as the contractor submits a Public Work Performance Bond (refer to Section 4.11). Failure to submit a Public Work Performance Bond in the time specified or failure to accept award of the contract shall be deemed sufficient cause to forfeit the bid bond.

3.3.2 Conciseness/Completeness of Bid: It is highly desirable that the bidder respond in a complete, but concise manner.

a. It is recommended that bidders respond to each item or paragraph of the IFB in sequence. Items not needing a specific vendor statement may be responded to by concurrence or acknowledgement; no response shall be interpreted as an affirmative response or agreement to the Clay County provisions and conditions. Reference to handbooks or other technical materials as part of a response **must not** constitute the entire response and vendor must identify the specific page and paragraph being referenced.

b. Bidders **must** examine the entire IFB carefully. Failure to do so shall be at bidder's risk.

c. All information must be legible. Any and all corrections and/or erasures must be initialed. Each bid must be signed in ink by an authorized representative of the proposer and required information must be provided. The contents of the bid submitted by the successful vendor of this IFB shall include all bid documents and shall become a part of any agreement award as a result of this solicitation.

3.3.3 Bid Copies: **The bidder's bid should include three (3) original documents, plus three (3) copies for a total of five (5) hard copy documents.** In addition, the bidder should include four (4) complete electronic copies of their bid in Microsoft compatible format or in .pdf on CD(s) or flash drive(s).

- a. The bidder should ensure all copies and all media are identical to the bidder's hardcopy original bid. In case of a discrepancy, the hardcopy shall govern.
- b. The front cover of the original hard copy bids should be labeled "**original**" and the front cover of all copies should be labeled "**copy.**"
- c. Both the original and the copies should be printed on recycled paper and double sided. All bids and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves and binding.

3.3.4 Confidentiality of Bid Information and Delivery Submission: Each bid must be submitted in or under cover of a sealed envelope or package to provide confidentiality of the information enclosed. The outside of the envelope/package should be clearly marked with IFB number and the name of the project (IFB Title) as well as the bid return due date listed. All bids submitted in response to this IFB shall become the property of the County and a matter of public record.

- a. All bids and supporting documents will remain confidential until the bid opening. At the bid opening, the bidder's name, company location, and pricing shall be disclosed.
- b. Open Records: **The bidder shall not submit the entire bid as proprietary or confidential.** The bidder may submit a part of the bid as confidential, but only if the proprietary or confidential nature of the material is provided for in RSMo 610.021. Proprietary or confidential portions of the bidder's bid allowed by the statute *must* be separated, sealed, and clearly marked as confidential within the bidder's bid. Also, the bidder should provide adequate explanation of what qualifies the material to be held as confidential pursuant to the provisions of RSMo 610.021 which may be viewed at the following web site link: <http://www.moga.mo.gov/statutes/C600-699/6100000021.HTM>. In the event the vendor claims portions of their bid response as "confidential", the contractor shall be requested to state prior to contract award that they will defend any action by the public disclaiming such confidentiality.
- c. The bidder must allow sufficient time for processing through the County's internal mailroom system. Electronic or faxed bids shall not be considered.

3.3.5 Mailing Instructions: a "SEALED BID LABEL" is provided in Attachment 2, which should be affixed to the bidder's bid response. This label should be affixed to the outside of the envelope or package, even if it is a "No Bid" response. Failure to attach the label may result in the bidder's bid response being opened in error or not being routed the proper location for consideration. No bid shall be accepted after the bid closing date and time specified on the cover page of the IFB. Late bid responses shall be marked "LATE" and not opened nor given evaluation consideration for potential contract award. IT SHALL BE THE BIDDER'S RESPONSIBILITY TO ENSURE THAT EACH BID RESPONSE HAS BEEN RECEIVED IN A TIMELY MANNER.

3.3.6 Compliance with Requirements, Terms and Conditions: **Bidders are cautioned that Clay County shall not award a non-compliant bid.** Consequently, any bidder indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the IFB shall be eliminated from further consideration for award unless the County determines there is a need to waive a minor technicality.

- a. The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain terms and conditions which conflict with those of the IFB and its contractual requirements.
- b. In order to ensure compliance with the IFB, the bidder should indicate agreement that, in the event of conflict between any of the bidder's response and the IFB requirements, terms and conditions, the IFB

shall govern. Taking exception to the County's terms and conditions may render a bidder's bid response as non-responsive and remove it from consideration for award.

- c. Bidders shall deliver a hard copy bid to DP&CS and must sign and return the IFB cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all IFB terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.

3.3.7 Bid Response Modifications: A bid which has been delivered to the DP&CS office, may be modified by signed, written notice which has been received by the DP&CS prior to the official opening date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a bid shall not be honored.

3.3.8 Bid Response Withdrawals: A bid which has been delivered to the DP&CS office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DP&CS prior to the official opening date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.

- a. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.

3.3.9 Prohibition of Electronic Submissions of Bid Responses: Faxed or e-mailed bid responses **shall not** be accepted. However, faxed and e-mail "no bid" notifications shall be accepted.

3.4 Debarment:

3.4.1 By submission of its bid response, the vendor shall hereby certify 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, State Department or Agency, including listing in the U.S. General Services Administration's List of Parties excluded from Federal Procurement or Non-Procurement programs. If the vendor is unable to certify any of the statements in this certification, the vendor must attach an explanation to its bid response.

3.5 Bid Opening:

3.5.1 Bid openings are public on the opening date and at the opening time specified on the IFB document. At the bid open date and time, all bids received will be formally opened. The names, location (City, State) of the bidders, and the bid response pricing shall be read at the bid opening. The contents of the bid responses shall be disclosed at this time. No decisions relating to the award of a contract will be made at the opening.

3.5.2 Bids which are not received in the DP&CS office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. **All bids must be time stamped in at the Commission Front Desk Reception area located at: 1 Courthouse Square, 3rd Floor, Liberty, MO 64068.** Late bids may only be opened under extraordinary circumstances as indicated below:

- a. Under extraordinary circumstances, the Purchasing Agent or designee, may authorize the opening of a late bid. In such cases, the bid must have been turned over to the physical control of an independent postal or courier service with promised delivery time prior to the time set for the opening of bids. All such decisions are at the sole discretion of the Purchasing Agent or designee.

- b. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance:
- 1) County offices were closed due to inclement weather conditions;
 - 2) Postal or courier services were delayed due to labor strikes or unforeseen “Acts of God”; or
 - 3) Postal or courier service did not meet delivery time promised to the bidder. In such a case, the bidder must provide written proof that promised delivery time was prior to the time set for the opening of bids/bids.

3.6 Bid Expiration:

- 3.6.1 All bid responses shall be considered as firm and valid for a period of sixty (60) calendar days, commencing the date and time of the IFB closing return date and expiring at 5:00 p.m. of the last day. If County extends a closing date through an addendum; the sixty (60) calendar days shall start from the extended closing date.
- 3.6.2 Unless withdrawn, as provided in this IFB, a bid response shall be binding on the vendor, and may be received by the County at any time up to and including the proposed IFB closing return date.

3.7 Preferences:

- 3.7.1 In the evaluation of bids, preferences shall be applied in accordance with applicable County Ordinances, applicable Missouri statutes and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- 3.7.2 By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the state of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

3.8 Determination for Award:

- 3.8.1 The award shall be made to the lowest, responsive, responsible bidder. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the IFB and (2) is the lowest, responsive, responsible bidder, and all other evaluation criteria and/or preferences specified in the IFB.
- 3.8.2 The County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the bidder to meet mandatory general performance specifications; and/or 2) failure of the bidder to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the bidder within the past three years. As deemed in its best interests, the County reserves the right to clarify any and all portions of any bidder's offer.
- 3.8.3 Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- 3.8.4 Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DP&CS to be in the best interest of Clay County.
- 3.8.5 Pricing shall be evaluated at the maximum potential financial liability to Clay County.

- 3.8.6 In the event all bidders fail to meet the same mandatory requirement in an IFB, DP&CS shall have the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DP&CS shall have the right to waive any minor irregularity or technicality found in any individual bid.
- 3.8.7 The DP&CS shall have the right to reject any and all bids.
- 3.8.8 When evaluating a bid, the County shall have the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- 3.8.9 Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- 3.8.10 The DP&CS shall have the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- 3.8.11 The final determination of contract(s) recommendations for award shall be made by DP&CS with signature approval from the County Commission for any awarded contract(s).
- 3.8.12 Bid Presentation and/or Solution Demonstration: After an initial screening process, a bid presentation and/or a solution demonstration may be conducted with the bidder, if requested by the DP&CS. Attendance cost shall be at the bidder's own expense. All arrangements and scheduling shall be coordinated by the DP&CS.
- 3.8.13 Approval of Award Determination: Any award of a contract must be approved by the County Commissioners and shall be made by notification from the DP&CS to the successful bidder. Clay County shall have the right to make awards by item, group of items, or an all or none basis. Clay County may make awards to multiple vendors. The grouping of items and/or multiple vendor awards shall be determined by Clay County based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of Clay County.
- 3.9 Evaluation of Cost:**
- 3.9.1 The evaluation shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements. However, the County reserves the right to evaluate items proposed as optional items, if deemed necessary to meet mandatory requirements.

4. CONTRACT TERMS AND CONDITIONS

This section of the IFB includes contractual requirements and provisions that will govern the contract after IFB award. The contents of this section include mandatory provisions that must be adhered to by Clay County and the contractor unless changed by a contract amendment. Response to this section by the bidder is not necessary as all provisions are mandatory.

NOTE: This Contract Terms and Conditions Section will be completed via Addendum #001 to the IFB once the provisions have been approved by Missouri Department of Transportation. To expedite the issuance of the bid, IFB 35-15 removed this section while approval is still pending. It shall be the sole responsibility of the bidder to obtain the IFB addendums. Therefore, the bidder is cautioned to check the Current Bidding opportunities website (<https://www.claycountymo.gov/bids/current>) prior to submitting your bid response to ensure that you have a complete, up-to-date package to include all addendum(s) and/or additional information.

**ATTACHMENT 1
SAMPLE AGREEMENT**

The County has included with this IFB a sample agreement for the services requested. This sample is provided for illustrative purposes only. The County shall have the right to submit an agreement which differs from the following example.

**RESOLUTION/AGREEMENT #2014-~~XXX~~
IFB No. 35-14**

This AGREEMENT, made and entered into this **DATE** day of **MONTH** 20**__**, by and between Clay County, Missouri, hereinafter referred to as "County," and **XYZ Company**, a corporation in the State of **STATE**, hereafter referred to as "Vendor." Witnesseth, that:

WHEREAS, Vendor has offered to provide the services described in APPENDIX A, in consideration of the payment terms/fee schedule(s) described in APPENDIX B, subject to the General Conditions described in APPENDIX C; and

WHEREAS, The County desires to engage Vendor to provide such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. The County employs vendor to provide the services hereinafter set forth.
2. **PRODUCTS AND/OR SERVICES:** The contractor represents that it is equipped, competent, and able to provide, and that it will provide all products and/or services hereinafter set forth in a diligent, competent, and workmanlike manner. Contractor will provide all such products and/or services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: County's Invitation For Bid No. **_____** (hereinafter "IFB"); the Contractor's Response to the IFB, ("Bid"), which includes **(specify any clarification documentation such as emails, letters, BAFO responses, etc that is incorporated as part of the vendor's bid response)**; Payment Terms/Fee Schedule(s), attached hereto as **APPENDIX A**; Scope of Work ("Scope"), attached hereto as **APPENDIX B**; and Contract Terms and Conditions, attached hereto as **APPENDIX C**. In the event of any conflict between provisions in the appendices attached herein, the provisions set forth in APPENDIX C shall control.
3. **PAYMENT AND ADDITIONAL SERVICES:** If additional services are requested by the County, the contractor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The County will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the County to the contractor for such approved additional services shall not exceed the approved amount. The contractor's fees for additional services shall be billed on an hourly basis at contractor's current standard rates as specified in APPENDIX A of the contract agreement.
4. **TERM:** The Contract Agreement's initial contract period shall be from **MONTH, DAY, YEAR** to **MONTH, DAY, YEAR (a four month time period)**. Pricing shall remain the same firm, fixed amounts as specified in APPENDIX A for the duration of the contract, unless otherwise stated within the contract agreement.
5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the County Commission. The vendor has previously indicated their approval and agreement to enter into a binding contract agreement by virtue of their signature on the IFB cover page thereby declaring their understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained therein and the and the Contract Terms and Conditions.

WITNESS WHEREOF, the Clay County represent that the signatories below have full authority and authorization to sign on behalf of the Clay County and hereby accept the bid response from **(insert awarded vendor's name)** of **(insert Vendor's city, state)**.

Approved:

County Counselor

ATTEST:

By: _____
Clerk of the County Commission

**COUNTY OF CLAY, MISSOURI
COUNTY COMMISSION**

By: _____
Presiding Commissioner

Name: _____

**ATTACHMENT 2
SEALED BID LABEL**

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

SEALED BID RESPONSE ENCLOSED

DELIVER TO:

Department of Purchasing & Contract Services
1 Courthouse Square, 3rd Floor,
Commission Front Desk Reception Area
Liberty, MO 64068

BID # 35-14 / FEDERAL NO: BRO-B024(24) DATE: 10-22-14

BIDS MUST BE RECEIVED BEFORE 2:00 P.M. CENTRAL TIME

DESCRIPTION: BRIDGE REPLACEMENT PROJECT