



CLAY COUNTY
PURCHASING DEPARTMENT
INVITATION FOR BID (IFB)

IFB NO:	06-21	PURCHASING SPECIALIST:	PATRICK WEST
TITLE:	ROAD OIL	EMAIL:	PWEST@CLAYCOUNTYMO.GOV
ISSUE DATE:	1/29/2021	PHONE NO:	816-407-3637

**BID RESPONSES MUST BE RECEIVED NO LATER THAN:
 MONDAY FEBRUARY 22, 2021 AT 2:00 PM CENTRAL TIME**

SUBMITTAL INSTRUCTIONS: In an effort to support the County's initiative for conservation, it is preferred that the Request for Qualification (IFB) be submitted via www.PublicPurchase.com. Sealed IFBs may be delivered to the Clay County Purchasing Department prior to the return date and time. Print the **Sealed Bid Label** found in Attachment 1 or type IFB **Number, IFB Title** and **Return Due Date** on the lower left hand corner of the envelope or package. In order for a response to be considered complete, the Clay County document **MUST** be completed in its entirety. The cover page **MUST** be completed, all subsequent pages **MUST** be initialed and the Terms and Conditions Acknowledgement form **MUST** be signed.

RETURN IFB TO:	US MAIL/DELIVER TO: CLAY COUNTY ATTN: ~ PURCHASING DEPARTMENT 1 COURTHOUSE SQUARE 3rd FLOOR COMMISSION DESK LIBERTY, MISSOURI 64068	COURIER/DELIVER TO: CLAY COUNTY ATTN: ~ PURCHASING DEPARTMENT 16 W. FRANKLIN, SUITE B LIBERTY, MISSOURI 64068
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AGREEMENT PERIOD: DATE OF AWARD THROUGH ONE YEAR; WITH FOUR ONE-YEAR RENEWALS
DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:
PUBLIC SERVICES
DEPARTMENT OF HIGHWAYS AND TRANSPORTATION
16616 NE 116TH STREET
KEARNEY, MO 64060

By signing this IFB cover page, the vendor 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 vendor shall further agree that the language of this IFB shall govern in the event of a conflict with their proposal. In addition, the vendor shall further agree that upon receipt of an authorized purchase order from Clay County or when a Vendor Agreement is fully executed by an authorized agent of Clay County, a binding agreement shall exist between the vendor and Clay County.

SIGNATURE REQUIRED

Company Name	Authorized Representative (Print)	Title
Street Address	Authorized Signature	
City/State/Zip	County	Date
Telephone No.	Facsimile No.	E-Mail
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> 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.

Submittal instructions and determination of award information can be found on our website by clicking the following link <https://www.claycountymo.gov/bids/current>

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed bid from prospective vendors for Road Oil and Materials for Highways and Transportation Department in accordance with the requirements and provisions stated herein.

1.1.2 IFB Document Contents:

- Introduction and General Information
- Scope of Work
- Zoom Meeting Information Page
- Agreement Terms and Conditions Acknowledgement Form

- Exhibit A: Pricing
- Exhibit B: Experience and Expertise
- Exhibit C: Miscellaneous Information

- Attachment 1: Sealed Bid Label

1.2 Questions:

1.2.1 Questions and issues relating to the IFB must be submitted via the www.PublicPurchase.com website or e-mailed to Purchasing@ClayCountyMo.gov

1.2.2 **All questions and issues should be submitted no later than Tuesday, February 9, 2021** . If not received prior to the aforementioned date, the Clay County Purchasing Department may not be able to fully research and consider the respective questions or issues.

1.3 Background Information:

1.3.1 The current Resolution 2016-116 is expiring May 9, 2021 through Official Action 2020-147 that facilitated the last Renewal of this original Resolution with Vance Brothers, Inc.

1.3.2 Although an attempt has been made to provide accurate and up-to-date information.
a. Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Bid.

1.4 Estimated Quantities:

1.4.1 The quantities indicated in this IFB are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated Agreement period.

- a. The estimates do not indicate single order amounts unless otherwise stated.
- b. Clay County shall not make guarantees about single order quantities or total aggregate order quantities.

Vendor's Initials: _____

1.5 Award Determination

- 1.5.1 Any award of Agreement must be approved by the County Commissioners and shall be made by notification from the Purchasing Department to the successful bidder.
- a. Clay County shall have the right to make awards by items, or as an all or none basis.
 - b. Clay County may make awards to multiple vendors.
 - c. 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.

2. SCOPE OF WORK

This section of the IFB includes requirements as well as desirable attributes and provisions relating specifically to the scope of work requirements of Clay County. The contents of this section include mandatory requirements that will be required of the successful vendor and subsequent vendor. The vendor is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The vendor'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 vendor must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes by the vendor (if any) in the appropriate sections of Exhibit A, Pricing Pages.

2.1 Specific Requirements:

- 2.1.1 The vendor shall provide Road Oil and Materials, which meets or exceeds the specifications contained in this document.
- a. Road Oil and Materials needed to prime and seal County roadways being resurfaced yearly.
- 2.1.2 Product List No. 1
- a. The vendor must provide the following items and services:
 - i. MC-30 Primer
 - ii. EA-90 Sealer
 - iii. RS-1H Sealer
 - iv. RS-1HP Sealer
 - v. Demurrage charge
 - vi. Pump Charge
 - b. This agreement will be for an estimated amount of 125,000 gallons of primer and 125,000 gallons of sealer, for a period from April 1, 2021 through November 30, 2021.
 - i. The actual usage could be more or less than the estimated amount.
- 2.1.3 Product List No. 2
- a. The vendor must provide the following items and services:
 - i. CMS-1
 - ii. CRS-1H
 - iii. CRS-2P
 - iv. CRS-2
 - v. EA-300
 - vi. Demurrage charge
 - vii. Pump charge

Vendor's Initials: _____

2.1.4 Delivery

- a. The unit price shall include delivery to the Clay County Department of Highways and Transportation at 16616 NE 116th Street, Kearney, Missouri 64060 or to various project sites with rural Clay County.

2.1.5 The vendor should respond to the information requested in all sections and all exhibits.

3. ZOOM MEETING INFORMATION

DUE TO CO-VID 19 PROTOCOLS, THERE WILL BE NO IN-PERSON PUBLIC OPENING OF IFB 06-21 ROAD OIL AND MATERIALS. THE RESPONSES WILL BE PUBLICLY OPENED AND READ ALOUD VIA ZOOM MEETING AT 3:00 P.M. MONDAY FEBRUARY 22, 2021. SEE BELOW:

Join Zoom Meeting

<https://us02web.zoom.us/j/89204646041?pwd=czhYQ0JpOGNMM29rR1lYdIIWR1pLUT09>

Meeting ID: 892 0464 6041

Passcode: 061675

One tap mobile

+13126266799,,89204646041#,,,,*061675# US (Chicago)

+19292056099,,89204646041#,,,,*061675# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 892 0464 6041

Passcode: 061675

Find your local number: <https://us02web.zoom.us/u/kefb4Kil1j>

Vendor's Initials: _____

4. AGREEMENT TERMS AND CONDITIONS ACKNOWLEDGEMENT FORM

The undersigned vendor has read, understood, and accepted the Terms and Conditions as published on the Clay County Official Website located at:

https://www.claycountymo.gov/application/files/1515/9923/0486/CONTRACT_TERMS_AND_CONDITIONS.pdf

All Terms and Conditions as stated shall be adhered to by vendor upon acceptance of Agreement. Vendors enter into this agreement voluntarily, with full knowledge of its effect.

Vendor Signature

Date

Vendor Name

Vendor's Initials: _____

**EXHIBIT A
Pricing Pages**

PRICING TABLE 1: REQUIRED PRICING

The vendor shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the IFB.

DESCRIPTION	UNIT OF MEASURE	UNIT COST PER GALLON IN TANKER LOAD LOTS	ESTIMATED QUANTITY	EXTENDED COSTS
PRODUCT LIST #1				
MC-30 PRIMER	Each Tanker Load	\$	125,000 gallons	\$
EA-90 SEALER	Each Tanker Load	\$	125,000 gallons	\$
RS-1H SEALER	Each Tanker Load	\$	125,000 gallons	\$
RS-1HP SEALER	Each Tanker Load	\$	125,000 gallons	\$
Demurrage Charge (Per Hour, After <u>1.5</u> Hours)	Per Hour	\$		\$
Pump Charge (Per Load)	Each Load	\$		\$
PRODUCT LIST #1 TOTAL:				
PRODUCT LIST #2				
CMS-1	Each Tanker Load	\$	125,000 gallons	\$
CRS-1H	Each Tanker Load	\$	125,000 gallons	\$
CRS-2P	Each Tanker Load	\$	125,000 gallons	\$
CRS-2	Each Tanker Load	\$	125,000 gallons	\$
EA-300	Each Tanker Load	\$	125,000 gallons	\$
Demurrage Charge (Per Hour, After <u>1.5</u> Hours)	Per Hour	\$		\$
Pump Charge (Per Load)	Each Load	\$		\$
PRODUCT LIST #2 TOTAL:				
GRAND TOTAL:				

PRICING TABLE 2: OTHER REQUIRED PRICING

The vendor must state below all other applicable costs necessary to satisfy the mandatory requirements of the IFB. Unless stated in Exhibit A, the County shall assume that absolutely no other fees or charges, will be assessed to the County whatsoever in connection with Road Oil and Materials herein and to satisfy the IFB requirements.

DESCRIPTION / COMMENTS	UNIT OF MEASURE	UNIT PRICE

Vendor's Initials: _____

EXHIBIT A, continued

PRICING TABLE 3: OPTIONAL PRICING

The vendor may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed Road Oil and Materials solution. Also, list any pricing discounts.

DESCRIPTION / COMMENTS	UNIT OF MEASURE	UNIT PRICE

PRICING TABLE 4: FEE SCHEDULE

If additional services are requested by the County, the vendor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The vendor must indicate in the pricing table below the firm, fixed hourly rate for the personnel job classification that may be necessary to fulfill the requirements of the IFB.

TASK/PERSONNEL BREAKDOWN
 SCHEDULE OF HOURLY BILLING RATES FOR SERVICES

PERSONNEL CLASSIFICATION	TYPICAL WORK TASKS	HOURLY RATE

The vendor should indicate the Response Time/Delivery: _____ ARO (After Receipt of Order)

Vendor's Initials: _____

**EXHIBIT B
Experience and Expertise**

The evaluation of the vendor’s experience and expertise shall be subjective based on the requirements stated herein. Therefore, the vendor should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well of its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE:

A MINIMUM of 3 year experience is required of the successful vendor, in similar services, as described in the scope. Experience and references provided by vendors shall be verified and will be a significant factor in the evaluation. Vendors should provide the information below.

How many years has your company been in the Road Oil and Materials business? _____

List a minimum of three (3) references showing Agreements held by your company providing the same or similar services for other public entities, local government or private companies.

Reference No. 1 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	
Reference No. 2 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	
Reference No. 3 of 3	
Company/Organization Name:	
Address:	
Name of Contact and Title:	
E-mail Address:	
Telephone No.:	
Agreement or Service Period (dates of services):	

Vendor’s Initials: _____

EXHIBIT B, continued

B.2 EXPERTISE:

PERSONNEL QUALIFICATIONS

Vendors should provide the information below.

Indicate person who will be supervising project(s) and years of experience in similar work.

Name: _____ No. of Years _____

Type of Experience: _____

Complete the following for employees that would be working on this project. List any previous work directly relating to the IFB specifications that have been performed for other public entities, local government or private companies in the last five years. Attach a separate sheet of paper if needed.

EMPLOYEE NAME	QUALIFICATIONS	EXPERIENCE/TRAINING/CERTIFICATIONS

Vendor's Initials: _____

**EXHIBIT C
Miscellaneous Information**

C.1 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):

1) This section is optional, it will not affect proposal award. If the County awarded you the proposed agreement, would you sell under the prices and terms of this agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) and located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement.)

YES: NO: INITIALS: _____

- 2) Sales shall be made in accordance with the prices, terms, and conditions of the IFB and any subsequent term agreement.
- 3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the agreement unless they are specifically named in the IFB as a joint participating entity.
- 4) All sales to other jurisdiction shall be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other Agreement administration shall be the responsibility of the ordering jurisdiction.
- 5) The Purchasing Manager shall be responsible to handle the solicitation and award the agreement. The Purchasing Manager shall have the sole authority to modify the agreement and handle disputes regarding the substance of the agreement.
- 6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

C.2 WEBSITE

- 1) Does your company have a website? YES: NO:
- 2) If yes please provide the website address: _____

C.3 EMPLOYEE BIDDING/CONFLICT OF INTEREST:

Vendors who are elected or appointed officials or employees of Clay County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointment official or an employee of Clay County or any political subdivision thereof, please provide the following information.

Name and title of elected or appointed official or employee of Clay County or any Political sub-division thereof:	
If employee of Clay County or Political sub-division thereof, provide name of Clay County entity or political sub-division where employed:	
Percentage of ownership interest in vendor's organization held by elected or appointed official or employee of Clay County or political sub-division thereof:	

Vendor's Initials: _____

ATTACHMENT 1
Sealed IFB Label

PLEASE ATTACH LABEL TO OUTSIDE OF IFB PACKAGE

SEALED IFB RESPONSE ENCLOSED

DELIVER TO:

CLAY COUNTY ~ PURCHASING DEPARTMENT
16 W. FRANKLIN, SUITE B
LIBERTY, MO 64068

IFB No.: 06-21 DATE: FEBRUARY 22, 2021

IFB's MUST BE RECEIVED **2:00 pm CENTRAL TIME**
DESCRIPTION: ROAD OIL

SPECIFY VENDOR NAME: _____

SPECIFY VENDOR'S CITY, STATE LOCATION: _____

City, State Location

Vendor's Initials: _____