



**CLAY COUNTY
PURCHASING DEPARTMENT
INVITATION FOR BID (IFB)**

IFB NO:	04-22	PURCHASING SPECIALIST II	ETHEL KITCHELL
TITLE:	Cold Patch & Hot Mix Materials	EMAIL:	EKITCHELL@CLAYCOUNTYMO.GOV
ISSUE DATE:	1/7/2022	PHONE NO:	816-407-3633

**BID RESPONSES MUST BE RECEIVED NO LATER THAN:
1/27/2022 AT 2:00 PM CENTRAL TIME.
BID RESPONSES WILL BE OPENED AND READ ALOUD AT 3:00 PM CENTRAL TIME.**

SUBMITTAL INSTRUCTIONS: In an effort to support the County's initiative for conservation, it is preferred that the Request For Bid (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:
CLAY COUNTY
ATTN: ~ PURCHASING DEPARTMENT
1 COURTHOUSE SQUARE
3rd FLOOR COMMISSION DESK
LIBERTY, MISSOURI 64068

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:

Highway Department
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	Company Tax ID No.	
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.

1.1 Purpose:

- 1.1.1 This document constitutes a request for competitive, sealed bid from prospective vendors for Cold Patch & Hot Mix Materials for the Highway Department in accordance with the requirements and provisions stated herein.
- 1.1.2 IFB Document Contents:
- Introduction and General Information
 - Scope of Work
 - 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 Monday, January 17, 2022.** 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 contract was awarded via Commission approved Resolution 2017-77 and will expire in February 2022 in it's entirety, with no further renewals remaining.
- 1.3.2 The County awarded Resolution 2017-77 to the following vendors:
Vance Brothers, Inc.
Carter Waters, LLC
Ideker, Inc.
- 1.3.3 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 a Cold Patch & Hot Mix Materials, which meet or exceed the specifications contained in this document.
- 2.1.2 Materials shall be picked up by Clay County
- 2.1.3 Commercial Cold Patch – Saturated Type F or equivalent
- 2.1.4 Hot Mix – APWA, Types 1, 2, 3, & 4. The County has purchased both Virgin and Recycled
- 2.1.5 Clay County shall drive to vendor's location where the vendor shall load materials directly on to Clay County vehicles.
- 2.1.6 The vendor shall note the address on the bid-pricing page where the County shall drive in order to obtain materials.

2.2 Miscellaneous Requested Information:

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

3. BID OPENING

- 3.1.1 Bid Responses will be read out loud at 3:00 P.M. on Thursday, January 27, 2022 in the Purchasing Department.
Location subject to change.

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	ESTIMATED ANNUAL QUANTITY	COST PER TON	RECYCLED COST PER TON	MINIMUM ORDER
Saturock Type F, Cold Patch	1000	\$		\$
Equivalent Cold Patch	1000	\$		\$
APWA, Type 1	650	\$		\$
APWA, Type 2	650	\$		\$
APWA, Type 3	650	\$		\$
APWA, Type 4	650	\$		\$
Address where Materials are to be picked up by Clay County				

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, including upgrade fees, will be assessed to the County whatsoever in connection with Cold Patch & Hot Mix Materials herein and to satisfy the IFB requirements.

DESCRIPTION / COMMENTS	UNIT OF MEASURE	UNIT PRICE

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 years’ 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 Cold Patch & Hot Mix 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. **If applicable, do not list Clay County as a reference.**

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: _____
- 3) Can product(s) be ordered from that website? YES: NO:
- 4) Can we receive the pricing you have quoted us, when ordering from the website? YES: NO:

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
1 COURTHOUSE SQUARE
3RD FLOOR COMMISSION DESK
LIBERTY, MO 64068

IFB No.: 04-22 DATE: 1/27/2022

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

DESCRIPTION: Cold Patch & Hot Mix Materials

SPECIFY VENDOR NAME: _____

SPECIFY VENDOR'S CITY, STATE LOCATION: _____

City, State Location

Vendor's Initials: _____