Johnson County Commission

Troy A. Matthews Presiding Commissioner

John L. Marr

Commissioner, Eastern District

Charles Kavanaugh

Commissioner, Western District

Diane Thompson County Clerk



Johnson County Courthouse 300 N. Holden Street, Suite 203 Warrensburg MO 64093 660-747-2112 www.JoCoCourthouse.com CountyCommissioners@jocomo.gov

SOLICITATION TITLE: Dust Control on Landfill Roads

SOLICITATION TYPE:	
() = Full / Formal Bid for Products	or Materials ONLY.
(✓) = Full / Formal Bid for Products	and Services.
() = Full / Formal Bid for Services	ONLY.
() = Full / Formal Request for Prop	osals.
() = Full / Formal Request for Qual	ifications.

SCHEDULE & DEADLINES:

DATE OF ISSUANCE	July 11, 2024
QUESTIONS AND CLARIFICATIONS DEADLINE	1:30 p.m. on Tuesday, July 30, 2024
BID SUBMISSION DEADLINE	1:30 p.m. on Tuesday, August 13, 2024
COUNTY CONTACT PERSON	Jennifer Powers, Chief Deputy Clerk
COUNTY CONTACT INFORMATION	(660) 747-6161 clerk@jocomo.gov

PAGE TABLE OF CONTENTS

- 1 Cover Sheet, Solicitation Title & Type, Deadlines, and Table of Contents
- 2 Bid Title, Submission Locations, Vendor Information, Introduction & Basic Processing Information
- 3-4 Instructions and General Conditions
- 5-6 Specifications / Bid Response Pricing
 - 7 Standard Terms and Conditions
 - 7 Final Compliance Checklist
 - 8 Agreement

Request for Bid Title/Name: **Dust Control on Landfill Roads** PLEASE MARK YOUR ENVELOPE "SEALED BID - DUST CONTROL" RETURN ONE (1) ORIGINAL & ONE (1) HARD COPY. **Bid Submission** Location / Mail Address: Johnson County – County Clerk Attn: Diane Thompson, County Clerk 300 North Holden Street, Suite 201 Warrensburg, Missouri 64093 Phone: (660) 747-6161 **Bid Opening** Location / Address: Johnson County Courthouse - Commission Chambers 300 N. Holden Street Warrensburg, Missouri 64093 The undersigned certifies their authority to bind this vendor in an agreement to supply the products, or services, in accordance with all terms, conditions, and pricing specified herein. Bidder is REQUIRED to complete, sign and return this form with their submittal to our solicitation as well as initial all pages. By initialing each page, you are acknowledging having thoroughly read and agreeing to each item on the page, any page not initialed will be considered non-responsive and may be disqualified. *An authorized signature and email address, printed clearly is mandatory, lack thereof may result in a determination of "Non-Responsive" and disqualify from participation. Company Name Authorized Person (Print) Address *Signature Title City / County / State / Zip Telephone # Federal Tax ID # Fax # Date

INTRODUCTION & BASIC PROCESSING INFORMATION:

Partnership)

All formal invitations for bid are handled by the Johnson County Clerk.

Sealed bids cannot be emailed and must either be delivered by hand, courier, or U.S.P.S.

Read ALL solicitation documents closely. Note any/all special dates and submit your response as soon as possible. See Item 1.15 for the process to submit questions.

Entity Type (Corporation, LLC, Sole Proprietor,

*E-mail (MUST be legible.)

1. INSTRUCTIONS AND GENERAL CONDITIONS

- 1.1. Sealed & Marked: Responses must be submitted in a sealed envelope or box with the outside marked as indicated on page 2. List the bid name on the outside surface of the box or envelope and note "Response to Request for Bid enclosed" with a return name & address. No fax or electronic transmitted responses will be accepted.
- 1.2. Submittal: Sealed responses may be submitted to the Johnson County Clerk until the bid submission deadline and time indicated herein, subject to Instructions and General Conditions and any special conditions. Sealed Responses must be delivered before "Bid Submission Deadline" as listed on page one, to the Johnson County Clerk as listed on page two. It is the Bidder's responsibility to ensure responses are delivered in a timely fashion to the Clerk's Office. Courier or hand delivery is recommended.
- 1.3. Late Packages: The County will not accept any response received after the bid submission deadline time. Late arrivals are considered "NON-RESPONSIVE" and will not be opened or returned.
- 1.4. Opening: Bids will be opened publicly at "Opening Date/Time" and read aloud. All responses will be considered public information as soon as they are opened and become a part of the public record to be released to any person or firm who formally requests a copy.
- 1.5. Award/Timeline: Recommendation for award will be made formally to the Johnson County Clerk as soon as possible after a complete departmental review. Updates may be sent via email should the award process become delayed, 10 or more days, for any reason.
- 1.6. Withdrawals: Responses may be withdrawn on written request from the Bidder at the address shown prior to the time of acceptance of the response. Once a response is opened, and accepted, it can only be withdrawn by order of the Johnson County Commission.
- 1.7. Bidder Expenses: This County is not responsible for any expenses which Bidders may incur in estimating, inspecting, or preparing information to respond to this solicitation.
- 1.8. Presentations/Inspections: The County reserves the right to conduct personal interviews or require presentations, inspections, of *or* from any/all Bidders prior to selection. The County will not be liable for ANY costs incurred by the Bidder in connection with such interviews, presentations, or inspections.
- 1.9. Bid Term: All Responses submitted shall be binding and remain firm for ninety (90) calendar days following the opening, unless otherwise indicated. Pricing/Costs submitted with a response must be honored for that set timeframe. Submitted pricing, once opened, cannot be changed for any reason. Any such changes will disqualify that response.
- 1.10. Bid Rejection: The Johnson County Commission reserves the right to reject any or all responses when such rejection is in the best interest of the County.
- 1.11. Multiple Awards: Responses may be awarded to one company or multiple companies, when such award is deemed in the best interest of the County.
- 1.12. Payment Terms: Standard payment terms are *Net 30* after receipt of an invoice. The County cannot, and will not, agree to any other payment terms. Once products, or services, are received and accepted, Johnson County will process payment in full. Invoices need to be issued and mailed to the requesting department not to the Clerk. Requests for credit applications and deposits are not necessary and will in most cases not be processed or accepted.
- 1.13. Alterations: Any alterations, changes, lining out, or margin notes to any items within these instructions may result in the response being disqualified.
- 1.14. Bid Results: Bid results are posted on the County website at: https://jococourthouse.com/bids.html Please do not call for results. An email address, not a website, MUST be provided in order to receive award results. Final award results are by email only and will be emailed to all responding Vendors.
- 1.15. Questions: All questions regarding this solicitation must be submitted to Jennifer Powers via email by the time indicated on page 1. Any/all solicitation questions that result in modifications will be combined into one written Addendum with answers and explanations to cover any/all new issues.
- 1.16. Addendum: If it becomes necessary to revise any part of this solicitation due to a significant question received which could impact specifications; a written Addendum will be issued to explain any new/necessary modifications. Addenda are valid only if in writing and issued by the Johnson County Clerk's Office. Any necessary Addendum will be emailed as close as possible to the day following the question submission

1 '4' 1	
Initial	c
เบเนน	3

deadline to all parties who had previously been part of the original Direct Bid Invitation email or had made email contact during the open questioning timeframe. Any necessary Addendum will be posted on the Johnson County website with the original solicitation. When an Addendum is necessary, Bidders are required to formally respond. Follow the instructions as indicated in the Addendum. An indication will be in red and placed at the end of the affected proposal.

- 1.17. Response Content: In order to enable direct comparison of competing responses, Bidders must submit responses in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All responses must be submitted using the forms provided herein. Every question should be answered. If not applicable, the section should contain "N/A."
- 1.18. Award of Contract: Any award agreement shall take effect upon the approval by the Johnson County Commission. Multiple awards may be made on the basis of a primary, secondary, and tertiary vendor. The primary vendor shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary vendor, then tertiary vendor. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. In addition, the resulting contract from this solicitation will be considered "Non-Exclusive". The County reserves the right to obtain service, or product(s), from other vendors when it is in the best interest of the County.
- 1.19. Agreement: The selected vendor(s) will be required to enter into a written agreement with the County, in cooperation with the County's Legal Services Department and completed to the mutual satisfaction of the parties, consistent with the RFB and response. The RFB and response documents submitted by the successful Bidder will become a part of any contract award as a result of this solicitation. These signed documents will be binding. Bidder shall initial all pages where the document denotes "Bidder's Initials: ___" at the bottom of the page after completing said page. Any responses not complying with this condition may be considered non-responsive.
- 1.20. Advice of Award: The County's Responses, Bid Tabulations, and Bid Award information may be viewed on our website at https://jococourthouse.com/bids.html If a Vendor wants a copy of the bid tabulation they must include a direct email address, not website, in order to receive results.
- 1.21. Response Clarification: The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of responses.
- 1.22. Rejection or Correction of Responses: Minor irregularities or informalities in any response which are immaterial or inconsequential in nature, neither affected by law nor at substantial variance with bid conditions, may be waived at the County's discretion whenever it is determined to be in the best interest of Johnson County, Missouri.
- 1.23. Evaluation Process: 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.
- 1.24. Acceptability: The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 1.25. Sunshine Law: All responses to this request will be considered public information as soon as they are opened and become a part of public record subject to disclosure to any person or firm that requests it. Requests for copies of responses, must be made through the Johnson County Clerk's Office ((660) 747-6161) by submitting a Public Service Request Form (PSR). Charges for time spent as well as a cost per page apply and may be collected prior to the making of copies.

Initials	
----------	--

2. SPECIFICATIONS AND BID RESPONSE PRICING

The Johnson County Clerk's Office will accept and the County Commission will review responses to this RFB in an effort select a single Bidder to provide and apply dust control on the "Landfill Road" through December 31, 2024.

"Landfill Road" is identified as SE 401st Road starting at SE State Highway DD going south 5,161 feet to SE 421st Road and continuing on SE 421st Road 5,081 feet to end at the SE 275th Road intersection for a total measurement: 10,242 feet x 22 feet all in Johnson County, Missouri. All measurements are approximate, and it is the bidder's responsibility to check all yardage and footage of projects. The aforementioned roads are gravel roads and maintained by the Johnson County Road and Bridge Department.

Physical Properties: The below list is a guideline but does not limit alternative products from being submitted. Product specification document and explanation of service shall be provided for any product included.

- Magnesium Chloride (MgCl₂) or Comparable Product
 - 29-31% Magnesium Chloride solution meeting or exceeding U.S. Forest Service Specifications (Section 312 and Section 721), U.S. Army Corps of Engineers Specification as outlined in Technical Report GL-86-20; liquid solution meeting or exceeding industry standards for dust control / road stabilization applications.

Physical Properties (29-31% Concentration)

Appearance	Clear to straw colored liquid
Odor	None
Specific Gravity	1.31+/- 0.02 at 20 degrees C
Density	10.70 – 11.1 lb./gal.

Chemical Properties (29-31% Concentration)

emidal i repetites (25 of 70 demechination)			
С	hemical	MgCl ₂	
pH (5% Solution)		< 0.3%	
Impurities (on a 29-31% basis):			
	Calcium as	CaCl ₂	< 0.3%
	Sulfate (SO	4)	3.5% max.
	Sodium (Na)	0.5% max.
	Potassium (K)	0.5% max.

 Product is to be manufactured as a liquid solution at the manufacturer's liquid chemical production plant. Dry or bagged product that is dissolved in water will not be accepted. Product will not be made by mixing, blending, diluting or dissolving dry MgCl₂.

Application Rate: The product should be applied at 0.5 gallons per square yard.

Interested parties should complete the following information requests, with their lowest possible price(s).

For questions concerning any listed specifications, or other requested product technicalities, contact Jennifer Powers, County Clerk Chief Deputy, in writing to clerk@jocomo.gov

Initial	c	
IIIIIIIai	3	

Please check (✓) off the appropriate box to indicate compliance with the specifications. The County will always look for 100% COMPLIANCE. These "SPECIFICATIONS" and "STANDARD TERMS AND CONDITIONS" are critical to all County solicitations. If after reviewing each of the following items a potential participant is not able to comply with ALL requirements, reconsider whether to submit a bid response to the solicitation. All "D" check (\checkmark) marks will be considered toward disqualification. Check every item. Any blank item in this section will be considered non-responsive and may disqualify. C = Comply with item. (In some cases, this will serve as a simple acknowledgement.) D = Do not / cannot comply with item. C 2.1 The contractor is responsible for compliance with any and all Missouri labor, environmental, and transportation laws, as applicable. 2.2 Site Inspection: Bidders may visit the site to investigate all conditions involved in the execution of the work, to fully acquaint themselves with plans and specifications and the conditions under which the work is to be performed. The contractor will not be allowed additional compensation for the times in which he has failed to inform himself prior to the opening of the bids. Submission of bid will be construed by the owner that the bidder has complied with this directive. 2.3 The County reserves the right to require the bidder to submit proof of the bidder's ability to properly execute the project together with the record of successful completion of similar projects. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. 2.4 Conditional bids will not be accepted. 2.5 All work shall be coordinated with the County Road and Bridge Supervisor. The product and application of the product will meet or exceed the specifications. 2.6 2.7 Workmanship: All work shall be done by workmen experienced in this line of work, and the job site left in a clean first-class condition, free of debris. The successful bidder is responsible for clean-up and for disposal of old material. PRICING: The Bidder hereby proposes to furnish the equipment/material/services as 2.8 indicated below, provided to the County with transportation charges pre-paid, and for the price quoted below. All equipment/material/services to be furnished in accordance with the County of Johnson, Missouri specifications attached hereto. Price shall be provided based on a per gallon rate and will include any delivery or service charges; per hour rate will not be accepted. Federal Excise Tax, Sales Tax, and Use Taxes shall not be included in pricing, as law exempts the County from them. Description **Item** Dust Control Treatment Total Cost: 2.8a 2.8b **Dust Control Material:** Additional document included 2.8c **Dust Control Application Method:** Additional document included 2.8d Estimated Date(s) of Work: Expected Life of Dust Control: 2.8e

Additional document included

_	3	3.1	The awarded bidder shall furnish the goods or services described in Section 2. Specifications.	
<u> </u>		3.2	All pricing MUST remain in effect, without increase, for at least one year from the date of the effect date of the awarded contract. Do not include Federal Excise Tax or Sales and Use Taxes in Bid	ctive
	3	3.3	process, as the County is exempt. The County will not be required to purchase any/all from a specific vendor, nor be held to any	
	3	3.4	minimums/maximums, even if quantities are listed within the RFB or response. Total bid price MUST include delivery to the address set forth in Section 2. Specifications. Resporshall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the	
	3	3.5	County Department identified in this Request for Bid. Include an updated W-9 form with company information and signature, with formal, legal, compan	y
	3	3.6	name. The Johnson County Commission has the right to accept or reject any part or parts of all bids, to waive any informalities or technicalities and to accept the offer the County Commission considers	the
	3	3.7	most advantageous to the County. Johnson County reserves the right to award this bid on an item item basis, or an "all or none" basis, whichever is in the best interest of the County. Bidders must use the bid forms provided, must return the completed bid and bid sheets, provide the complete of the county.	า-by
	3	3.8	unit price, quantity and extended totals, and sign the bid. When products or materials of any particular manufacturer are mentioned in specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those	
	2	3.9	mentioned. The delivery date shall be identified by specific date, unless otherwise indicated.	
-		3.10	The County Commission reserves the right to cancel all or any part of an order if delivery is not many	ade
			or work is not started or completed as guaranteed. In case of delay, the Contractor must notify the County Clerk's Office.	
	3	3.11	The County may utilize state or federal grant funds in the procurement of goods and services which	
			may require a provider of goods or services to comply with certain state or federal laws, rules and regulations applicable to the funds and may require inclusion and compliance with certain contrac clauses required by the state or federal government to an agreement with the County. Any questic regarding the applicability of state or federal requirements should be directed to the County Clerk'	t ons
	3	3.12	Office. In the event of a discrepancy between a unit price and an extended line-item price, the unit price s govern.	shall
		3.13	Should an audit of invoices during the term of the Agreement, and any renewals thereof, indicate the County has remitted payment on invoices that constitute an over-charge to the County above contract terms, the Contractor shall issue a refund check to the County for any over-charges within	the
	3	3.14	days of notification. Cooperative Procurement: The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative	
4			purchasing with Johnson County, Missouri. Yes No	
By sea or reg Ple	using the al it for s it may <u>n</u> uired in ase ema	e bel ubm ot b forn il or	IANCE CHECKLIST low table as a checklist you will help to ensure that your proposal is fully compliant before you ission. Your full proposal response needs to comply with <u>all</u> of the below listed requirement in the included for consideration. <u>Use a checkmark (✓) next to each item to avoid leaving or nation or missing an instruction which could cause your response to be disqualified call Jennifer Powers (<u>clerk@jocomo.gov</u> 660-747-6161) with any questions pertaining to these any other written instructions.</u>	nts <u>ut</u> d.
(✓)	= Ackno	wled	lge intent to comply with or to have included the following items:	
Item #			FINAL COMPLIANCE CHECKLIST	(√)
4.1			will not accept any late proposals. Late packages will not be opened or returned.	
4.2			ectronic transmitted proposals will be accepted.	
4.4			to sign the mandatory proposal sheet. Missing signatures WILL disqualify. ponses, including an unreadable email address, WILL disqualify.	
4.5			of the bid document must be initialed by hand, not typed, on the bottom of each page.	
			ELUDED IN BID SUBMITTAL PACKET	
4.6			response and any issued addendum. Please indicate original.	

Copy of bid response and any issued addendum (one sided copy only). Please indicate copy.

W-9 Form: Include a current/signed W-9 form with your company's formal information.

3. STANDARD TERMS AND CONDITIONS

	AGREEMENT FOR D	UST CONTROL ON LANDE	TILL ROADS	
	IIS AGREEMENT dated the day ofbdivision of the State of Missouri, (-hereinafter "County")	and	n Johnson County, Missouri, a political	
		(-hereinafter "Contractor"). NOW, T	HEREFORE IN CONSIDERATION of the	
	nutual considerations and obligations of the parties contained herein, the parties agree as follows: . Contract Documents. The contract documents to this Agreement for the purchase of Dust Control on Landfill Roads ("Products and Services") shall include the Contractor's bid response to County's Request For Bid: Dust Control on Landfill Roads and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Clerk Office. In the event of a conflict between any of the foregoing Contract			
2.	Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control. Time of Completion: The Contractor shall commence work following a written notice-to-proceed from the County Commission to begin and shall fully complete all work under this agreement by December 31, 2024. With a rate of progress and time of completion being essential conditions of this contract, liquidation damages will be charged for a failure to complete within the allotted time at the rate of three hundred dollars (\$300.00) per each calendar day until the job is completed, accepted and approved by the Road and Bridge			
3.	Supervisor and the County Commission. Pay Quantities, Unit Prices, Billing: The County shall pay the Contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit prices shown in the proposal for the quantity actually installed. A five percent			
	(5%) retainage may be held from all invoices submitted to the County for payment until the final lien waivers or other closeout paperwork are furnished to the County. All billing shall be invoiced with specific department information and include bid reference RFB: Dust Control for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The			
	County agrees to pay all correct statements within thirty discounts, if any are available, when County makes pay the right to withhold payment on the disputed amount.	days of receipt; Contractor agrees	to honor any cash or prompt payment	
4.	Guarantee: The Contractor hereby expressly guarantee year, commencing on the date of acceptance of the wo repairs or replacements which may become necessary the County that said replacements are required, the Co Contractor does not proceed with such replacements w	rk or improvements, and binds hims within the time due to nonconformi ntractor shall at once make the san	self, his successors or assigns, to make all by with the specifications. Whenever notified by the as directed and at his own expenses. If the	
	to cause the same to be made and to charge the cost to guarantee maintenance.			
5.	Final Payment and Acceptance: When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, final cost estimate shall be prepared and submitted to the County Road and Bridge Department within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the contractor along with the final lien waivers. This estimate shall be based on square yards of dust control applied, including any charges for extra work ordered and properly chargeable and/or			
6.	deductible under this contract. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement			
7.	remains in full force and effect. 7. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This Agreement may only be amended by a signed writing			
8.	executed with the same formality as this Agreement. 3. Termination. This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:			
	 a. Due to material breach of any term or condition of th b. If in the opinion of the Johnson County Commission specifications or variances authorized by County, or 	delivery of products is delayed or p	products delivered are not in conformity with	
9.	c. If appropriations are not made available and budget Governing Law; Venue. This Agreement shall be gover formation, interpretation, or claims regarding a breach of County Missouri.	ned by the laws of the State of Miss		
IN	WITNESS WHEREOF the parties through their duly aut	horized representatives hereby exe	cute this Agreement.	
	"Contractor"		Johnson County, Missouri	
	Authorized Person (PRINT)		A. Matthews, Presiding Commissioner	
	Title		hn L. Marr, Eastern Commissioner	
	Signature Date	Charle	s Kavanaugh, Western Commissioner Date	
	Address	Attest:	Diane Thompson, County Clerk	
. ,			·	
ala	DITOR CERTIFICATION: In accordance with 50.660 RS ance otherwise unencumbered to the credit of this approne fund (priation and a cash balance otherw		
			, Chad Davis, Johnson County Auditor	

Dust Control on Landfill Roads Johnson County MO