

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: Road Oils

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 Proposals.
- = Full / Formal Request for Qualifications.

SCHEDULE & DEADLINES:

| | |
|--|--|
| DATE OF ISSUANCE | February 22, 2024 |
| QUESTIONS AND CLARIFICATIONS DEADLINE | 1:30 p.m. (CST) on Tuesday, March 12, 2024 |
| BID SUBMISSION DEADLINE | 1:30 p.m. (CST) on Tuesday, March 26, 2024 |
| COUNTY CONTACT PERSON | Jennifer Powers, Chief Deputy Clerk |
| COUNTY CONTACT INFORMATION | (660) 747-6161 clerk@jocomo.gov |

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Request for Bid Title/Name: **Road Oils**

PLEASE MARK YOUR ENVELOPE "**SEALED BID – ROAD OILS**"
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

City / County / State / Zip

Title

Telephone #

Fax #

Date

Federal Tax ID #

*E-mail (MUST be legible.)

Entity Type (Corporation, LLC, Sole Proprietor,
Partnership)

INTRODUCTION & BASIC PROCESSING INFORMATION:

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.

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 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.

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 Road Oils for chip and seal projects on county-maintained roads to be completed by the Johnson County Road and Bridge Department in 2024, as listed in the specifications below.

| |
|---|
| <p><u>Approximate 2023 Purchases</u> MC 30 25,000 gallons EA 300 10,000 gallons CRS-2 170,000 gallons Asphalt Emulsified Prime 0 gallons</p> |
|---|

Interested parties should complete the following information requests, as asked for, with their lowest possible prices. For questions concerning any listed specifications, or other requested product technicalities, contact Jennifer Powers, County Clerk Chief Deputy, in writing to clerk@jocomo.gov

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 (✓) 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 | D | |
|-------|-------|--|
| _____ | _____ | 2.1 Price guarantee period is May 2024 through October 2024. |
| _____ | _____ | 2.2 An hourly unload rate shall not apply until after 90 minutes. |
| _____ | _____ | 2.3 Restocking fee will be waived when notified at least 90 minutes prior to the ordered time. |
| _____ | _____ | 2.4 Delivery locations, dates and times will be specified by the Road and Bridge Department based on the order needed. EA 300 will be delivered to the Road and Bridge Storage Facility at 404 NW 85 th Rd, Warrensburg at date(s) and times as identified by the Road and Bridge Department. |
| _____ | _____ | 2.5 The contractor is responsible for compliance with any and all Missouri labor, environmental, and transportation laws, as applicable. |
| _____ | _____ | 2.6 PRICING: The Bidder hereby proposes to furnish the equipment/material/services as 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. *It is not required to provide a cost for all products to be considered a responsive bid. |

| Item | Description | Cost Per Gallon | Notes |
|------|--------------------------|-----------------|-------|
| 2.6a | MC 30 | | |
| 2.6b | EA 300 | | |
| 2.6c | CRS-2 | | |
| 2.6d | Asphalt Emulsified Prime | | |

| Item | Description | Price | Notes |
|------|--------------------|-------|-------|
| 2.6e | Pump-off Charge | | |
| 2.6f | Hourly Unload Rate | | |
| 2.6g | Restocking Fee** | | |
| 2.6h | Freight Charge | | |

| Item | Description | Number of Gallons | Notes |
|------|--------------------|-------------------|-------|
| 2.6i | Short Freight Load | | |

** In the event of a rainout or a cancellation while enroute due to a rainout, equipment breakdown, etc.

3. STANDARD TERMS AND CONDITIONS

- | | | |
|-----|-----|---|
| C | D | |
| ___ | ___ | 3.1 The awarded bidder shall furnish the goods or services described in Section 2. Specifications. |
| ___ | ___ | 3.2 All pricing MUST remain in effect, without increase, for at least one year from the date of the effective date of the awarded contract. Do not include Federal Excise Tax or Sales and Use Taxes in Bid process, as the County is exempt. |
| ___ | ___ | 3.3 The County will not be required to purchase any/all from a specific vendor, nor be held to any minimums/maximums, even if quantities are listed within the RFB or response. |
| ___ | ___ | 3.4 Total bid price MUST include delivery to the address set forth in Section 2. Specifications. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the County Department identified in this Request for Bid. |
| ___ | ___ | 3.5 Include an updated W-9 form with company information and signature, with formal, legal, company name. |
| ___ | ___ | 3.6 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 most advantageous to the County. Johnson County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. |
| ___ | ___ | 3.7 Bidders must use the bid forms provided, must return the completed bid and bid sheets, provide the unit price, quantity and extended totals, and sign the bid. |
| ___ | ___ | 3.8 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 mentioned. |
| ___ | ___ | 3.9 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 made or work is not started or completed as guaranteed. In case of delay, the Contractor must notify the County Clerk's Office. |
| ___ | ___ | 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 contract clauses required by the state or federal government to an agreement with the County. Any questions regarding the applicability of state or federal requirements should be directed to the County Clerk's Office. |
| ___ | ___ | 3.12 In the event of a discrepancy between a unit price and an extended line-item price, the unit price shall govern. |
| ___ | ___ | 3.13 Should an audit of invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charge to the County above the contract terms, the Contractor shall issue a refund check to the County for any over-charges within 30 days of notification. |
| ___ | ___ | 3.14 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 purchasing with Johnson County, Missouri. Yes ___ No ___ |

4. FINAL COMPLIANCE CHECKLIST

By using the below table as a checklist you will help to ensure that your proposal is fully compliant before you seal it for submission. Your full proposal response needs to comply with **all** of the below listed requirements or it may **not** be included for consideration. **Use a checkmark (✓) next to each item to avoid leaving out required information or missing an instruction which could cause your response to be disqualified.** Please email or call Jennifer Powers (clerk@jocomo.gov | 660-747-6161) with any questions pertaining to these requirements or any other written instructions.

(✓) = Acknowledge intent to comply with or to have included the following items:

| Item # | FINAL COMPLIANCE CHECKLIST | (✓) |
|--|---|--------------------------|
| 4.1 | The County will not accept any late proposals. Late packages will not be opened or returned. | <input type="checkbox"/> |
| 4.2 | No fax or electronic transmitted proposals will be accepted. | <input type="checkbox"/> |
| 4.3 | Remember to sign the mandatory proposal sheet. Missing signatures WILL disqualify. | <input type="checkbox"/> |
| 4.4 | Illegible responses, including an unreadable email address, WILL disqualify. | <input type="checkbox"/> |
| 4.5 | ALL pages of the bid document must be initialed by hand, not typed, on the bottom of each page. | <input type="checkbox"/> |
| ITEMS TO BE INCLUDED IN BID SUBMITTAL PACKET | | |
| 4.6 | Original bid response and any issued addendum. Please indicate original. | <input type="checkbox"/> |
| 4.7 | Copy of bid response and any issued addendum (one sided copy only). Please indicate copy. | <input type="checkbox"/> |
| 4.8 | W-9 Form: Include a current/signed W-9 form with your company's formal information. | <input type="checkbox"/> |

AGREEMENT FOR ROAD OILS

THIS AGREEMENT dated the _____ day of _____ 202__ is made between Johnson County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and _____ of _____ (-hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of Road Oils ("Product") shall include the Contractor's bid response to County's Request For Bids: Road Oils 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 Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.
2. Contract Price. Product provided under this Agreement shall not exceed the prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. The total contract price is subject to a maximum increase of 7% during the term to allow for unexpected pricing fluctuations, but only during the term to allow for Product increases. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder. The County agrees to this term & supply purchase allowing Contractor to act as the supplier for Road Oils for the County on an "as needed" basis with scheduling being completed via mutual agreement with the Johnson County Road and Bridge Department.
3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by Order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning bid response. This agreement may be renewed thereafter on a month-to-month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.
4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference RFB: Road Oils 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 days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.
5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.
6. 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 executed with the same formality as this Agreement.
7. 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 this Agreement, or
 - b. If in the opinion of the Johnson County Commission delivery of products is delayed or products delivered are not in conformity with specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.
8. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Johnson County Missouri.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this Agreement.

"Contractor"

Authorized Person (PRINT)

Title

Signature

Date

Address

Johnson County, Missouri

Troy A. Matthews, Presiding Commissioner

John L. Marr, Eastern Commissioner

Charles Kavanaugh, Western Commissioner

Date

Diane Thompson, County Clerk

Attest:

AUDITOR CERTIFICATION: In accordance with 50.660 RSMo, I hereby affirm that as of _____ (date) there is a balance otherwise unencumbered to the credit of this appropriation and a cash balance otherwise unencumbered in the treasury to the credit of the fund (_____-_____-_____) from which payment is to be made, each sufficient to meet the obligation incurred. _____, Chad Davis, Johnson County Auditor