

BID DOCUMENTS

FOR

MISSOULA COUNTY PUBLIC WORKS

BULK OIL SUPPLY

June 2020

**MISSOULA COUNTY
DEPARTMENT OF PUBLIC WORKS**

Notice is hereby given that sealed bids will be received at the Office of the Missoula County Public Works Department until **10:00 A.M., Thursday, July 9th**, at which time bids will be opened and read in the Public Work's Conference Room for the purpose of **supplying bulk quantities of various types of fluids and weights of oil**. All work is to be performed in accordance with the information provided in these Bid Documents and shall be performed under the supervision of the County Engineer or his designated representative.

Bidding Documents are available at the Office of Public Works at 6089 Training Drive, Missoula, MT, online at <https://www.missoulacounty.us/government/public-works/public-works/rfp-s>, or by contacting Erik Dickson at (406) 258-3772 or edickson@missoulacounty.us.

Bids must be accompanied by security in the amount of ten percent (10%) of the amount of the bid as a guarantee that the successful bidder will enter into the required contract and in the form specified in MCA 18-1-203, for example: cash, cashier's check, certified check, bank money order, or bank draft, any of which must be drawn and issued by a national banking association located in the state of Montana or a banking association incorporated under the Laws of Montana; or a bid bond or bond executed by a surety corporation authorized to do business in the state of Montana.

THE CONTRACT WILL BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED BIDDER WHOSE BID PROPOSAL COMPLIES WITH ALL THE REQUIREMENTS.

Bids shall be sealed and marked "**Bid for Public Works Bulk Oil Supply**" and addressed to:

Missoula County Public Works
Attn: Erik Dickson
6089 Training Drive
Missoula, MT 59808

By order of the Board of County Commissioners this 28th day of June, 2020.

PUBLISHED:

June 28th, 2020
July 5th, 2020

Erik K. Dickson

Erik K. Dickson, P.E.
County Engineer

Solicitation

1.0 DEFINED TERMS

The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a BIDDER. The term "Successful Bidder" means the lowest, qualified, responsible and responsive BIDDER to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Invitation to Bid , Instructions to Bidders, and the Bid Form (including all Addenda issued prior to receipt of Bids).

2.0 COPIES OF BIDDING DOCUMENTS

2.1 Bidding Documents are available at the Office of Public Works at 6089 Training Drive, Missoula, MT, online at <https://www.missoulacounty.us/government/public-works/public-works/rfp-s>, or by contacting Erik Dickson at (406) 258-3772 or edickson@missoulacounty.us.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; the OWNER does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

3.0 QUALIFICATION OF BIDDERS

3.1 In determining the lowest responsible bid, the following elements will be considered: whether the BIDDER involved (a) maintains a permanent place of business; (b) has adequate plant and equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incidental to the work; and (d) has appropriate technical experience.

3.2 Each BIDDER may be required to show that former work performed by him has been handled in such a manner that there are not just for proper claims pending against such work. No BIDDER will be acceptable if he is engaged on any other work which impairs his ability to finance his contract. The BIDDER shall demonstrate his ability by meeting all requirements herein stipulated, if asked for them.

4.0 EXAMINATION OF BIDDING DOCUMENTS

4.1 It is the responsibility of each BIDDER to (a) examine the Bidding Documents thoroughly, (b) consider federal, state, and local laws and regulations that may in any manner affect cost, progress, performance or finishing of the Work, (c) study and carefully correlate BIDDER'S observations with the Bidding Documents, and (d) notify OWNER of all conflicts, errors or discrepancies in the Bidding Documents.

4.2 The submission of a Bid will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and the means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Bidding Documents, and that the Bidding Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.0 INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to the OWNER in writing. Interpretations or clarifications considered necessary by OWNER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by OWNER as having received the Bidding Documents. Questions received less than three (3) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed necessary by OWNER.

5.3 Any addenda issued during the time of bidding, or forming a part of the Bidding Documents available to the BIDDER for the preparation of his proposal, shall be covered in the Bid and shall be made a part of the Contract. Receipt of each addendum shall be acknowledged in the Bid. Any Bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

6.0 BID SECURITY

6.1 Each Bid shall be accompanied by Bid Security made payable to OWNER in an amount of ten percent (10%) of the BIDDER'S maximum Bid price and in the form of cash, a cashier's check, bank money order, or bank draft, in any case drawn and issued by a national banking association located in Montana or by any banking corporation incorporated under the laws of Montana; or a Bid Bond (on form attached if a form is prescribed) issued by a surety authorized to do business in Montana meeting the requirements of Paragraph 5.1 of the General Conditions. Bid Bonds shall be countersigned by a Resident Montana Agent.

6.2 All such Bid Security shall be returned to the respective BIDDERS within seven (7) days after bids are opened except those of the three (3) low BIDDERS which may be retained for a period not to exceed forty-five (45) days or until the successful bidder has executed the subsequent Contract. Thereafter, all remaining guarantees, including the guarantee of the successful BIDDER, will be returned. Should the successful BIDDER fail or refuse to enter into the Contract in the form prescribed, with legally responsible sureties, within thirty (30) days after the award is made by the Commissioners, his proposal guarantee will be forfeited to Missoula County as liquidated damages.

7.0 CONTRACT TIME

7.1 The term of the subsequent Contract shall be from October 1st, 2020 until June 30th, 2021, with the option to extend annually for up to four (4) additional years. If the Contract is extended, additional terms shall be from July 1st to June 30th of each County fiscal year.

8.0 LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, will be identified in the subsequent Contract.

9.0 SUBCONTRACTORS, SUPPLIERS AND OTHERS

9.1 If the Supplementary Conditions require, or if the OWNER requests the identity of certain Subcontractors, Suppliers and other persons and organizations to be submitted to OWNER in advance of the Notice of Award, the apparent Successful BIDDER, and any other BIDDER so requested, will within seven days of the Bid opening submit to OWNER a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such lists shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier and other persons or organizations if requested by OWNER. If OWNER after due investigation has reasonable objections to any proposed Subcontractor, Supplier or other persons or organizations, either may before the Notice of Award is given, request the apparent Successful BIDDER to submit an acceptable substitute without an increase in Bid price. If the apparent Successful BIDDER declines to make any such substitution, the OWNER may award the contract to the next lowest BIDDER that proposes to use acceptable Subcontractors, Suppliers and other persons or organizations. Declining to make requested substitution will not constitute grounds for sacrificing the Bid Security of any BIDDER. Any Subcontractor, Supplier or other persons or organizations listed and to whom OWNER does not make a written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER subject to revocation of such acceptance after the Effective Date of the Contract as provided in Paragraph 6.8.2 of the General Conditions.

9.2 No Contractor shall be required to employ any Subcontractor, Supplier or other persons or organizations against whom Contractor has a reasonable objection.

10.0 BID FORM

10.1 The Bid Form is included with the Bidding Documents. Bids shall be strictly in accordance with the prescribed form. Any modifications thereof or deviations therefrom may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the Bid being submitted maybe rejected as irregular.

10.2 The Bid Form must be completed in permanent ink or by typewriter. If changes appear on the Bid Form, each change must be initialed by the person signing the Bid.

10.3 Bids by corporations must be executed in the corporate name by an official who is authorized to bind the corporation, and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature. The Bid of a corporation which is signed by a person other than a corporate officer must be accompanied by a Power of Attorney showing that person's authority.

10.4 Bids by partnerships must be executed in the partnership name or corporate authorization and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.5 All signatures are to be in ink and names must be typed or printed below the signature. The title of the person(s) executing the Bid shall be clearly indicated beneath the signature.

10.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form). Bids in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

10.7 The address and telephone number for communications regarding the Bid must be shown.

10.8 The Bid will not be considered unless all items in the Unit Price Schedule are priced.

10.9 The Bid will not be considered unless the Bid Form contains the Unit Prices Bid and totals shown legibly in the proper locations on the Bid Form. The Total Amount of Unit Prices Bid shall be legibly written and numerically presented in the proper places and the Bid Form shall be manually signed.

10.10 The Bid will not be considered unless accompanied by proper Bid Security in accordance with Article 6 of these Instructions to BIDDERS.

10.11 Alternate Bids will not be considered unless called for.

10.12 Bids by telephone, telegraph, fax or other telecommunication systems will not be considered.

10.13 No BIDDER may submit more than one Bid. Two Bids under different names will not be received from one firm or association.

11.0 SUBMISSION OF BIDS

11.1 Bids shall be submitted at the time and place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, labeled as directed in the Invitation to Bid, name and address of the BIDDER, and accompanied by the Bid Security and other required documents. No BIDDER may submit more than one (1) Bid. Two bids under different names will not be accepted from one firm or association.

12.0 MODIFICATION AND WITHDRAWAL OF BIDS

12.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids as called for in the Invitation to Bid. Requests for modification or withdrawal must be written and must be signed in the same manner and by the same person(s) who signed the Bid.

12.2 Bids and modifications or withdrawals thereof received at the office designated in the Invitation for Bid after the exact time set for opening of Bids will not be considered.

13.0 OPENING OF BIDS

13.1 Bids will be opened at the time set for opening in the Invitation to Bid and read aloud publicly. An abstract of the amounts of the base Bids will be made available to BIDDERS after the opening of Bids.

14.0 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

14.1 All bids will remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

15.0 AWARD OF CONTRACT

15.1 The Contract will be awarded within forty-five (45) calendar days after the Bid opening to the lowest responsive, responsible, and a qualified BIDDER whose bid proposal complies with all the requirements. The successful BIDDER will be notified in writing of the acceptance of the proposal and the award of the Contract.

15.2 If the Contract is not awarded within forty-five (45) calendar days, all Bid proposals will be rejected and the bid security returned. The County reserves the right to extend the forty-five (45) day time period.

15.3 Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum.

15.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the BIDDER or BIDDERS, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction.

15.5 The OWNER reserves the right to cancel the award of any contract at any time before the complete execution of said Contract by all parties without any liability against the OWNER.

16.0 SIGNING OF CONTRACT

16.1 When OWNER gives a Notice of Award to the successful BIDDER, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Upon failure to execute the Contract and file acceptable bonds and insurance policies within twenty (20) days after receipt of the Contract the award may be canceled and the bid security forfeited under the provisions of Section 18-1-204, MCA. Award may then be made to the next lowest responsive, responsible and qualified bidder, or the work may be re-advertised.

17.0 STATE LAWS AND REGULATIONS

17.1 All applicable laws, ordinances and the rules and regulations of authorities having jurisdiction over the project shall apply to the Contract throughout. State laws and ordinances which the CONTRACTOR must comply with, included but are not limited to, those involving workmen's compensation insurance, contractor registration, and gross receipts tax.

18.0 SPECIFICATIONS

18.1 The specifications for this project are described in Section 00200, Special Provisions.

PRODUCT: Various types of fluids and weights of oil are to be provided with the subsequent Contract. Those are:

- 10-30
- 15-40
- 5W-30 synthetic
- 80-90
- Hydraulic
- Automatic Transmission Fluid (ATF)

STORAGE AND LOCATION: OWNER will provide 300 gallon double-walled tanks, pumps, reels, and meters for each desired oil weight or fluid at its facility located at 6089 Training Drive, Missoula, MT 59808. Additionally, OWNER will provide 300 gallon double-walled tanks, pumps, reels, and meters for 15-40 motor oil and hydraulic fluid at its facility located at 218 Shop Road, Seeley Lake, MT 59868.

MONITORING AND REFILLING: The OWNER will monitor quantities on hand and will notify Contractor when refills are necessary. Refills at the Missoula facility vary but may be estimated based upon tank size and estimated quantities listed on the Bid Form. Refills at the Seeley Lake facility typically occur once per calendar year.

COST CONTROL: The County reserves the right to add or deduct portions of the project in order to comply with budgeting constraints.

MEASUREMENT AND PAYMENT: The Contractor shall be paid on the basis of their bid unit prices, as memorialized in the subsequent Contract, for the actual quantities delivered as directed by the County. Unit Prices shall include all equipment, labor, materials, overhead, incidentals, and mobilization required to complete the work as described in these bid documents.

CONTRACT PERIOD: The term of the initial Contract resulting from this Invitation for Bid shall be from October 1st, 2020 through June 30th, 2021.

CONTRACT EXTENSIONS: The Contract may, upon mutual agreement, be extended in one (1) year increments for a period not to exceed a total of five (5) years [four (4) additional years]. Extension of the resulting Contract will be possible only by way of duplication of the terms and conditions of the original Contract. Unit prices shall be negotiated for each proposed Contract extension. If unit prices cannot be successfully negotiated no later than forty-five (45) days prior to the end of the Contract period, OWNER will terminate the Contract in accordance with the terms of the Contract and conduct a new bid solicitation. Additional terms, if extended, will be from July 1st to June 30th with each County fiscal year.

SECTION 00300

BID FORM

Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	10-30 motor oil	60	Gal	\$ _____	\$ _____
2	15-40 motor oil	1450	Gal	\$ _____	\$ _____
3	5W-30 synthetic oil	125	Gal	\$ _____	\$ _____
4	80-90 gear oil	60	Gal	\$ _____	\$ _____
5	ATF	60	Gal	\$ _____	\$ _____
6	Hydraulic Oil	500	Gal	\$ _____	\$ _____

Total Bid (Numerical) \$ _____

Total Bid (Text)

_____ Dollars

Bidder agrees to perform all Work described in the Bidding Documents for the unit prices as shown in the Bid Schedule. Payment will be based on a subsequent Professional Services Agreement memorializing the unit prices, and the actual quantities furnished.

SIGNATURES:

DATE: _____, 2020

FIRM NAME: _____

STATE OF INCORPORATION: _____

ADDRESS: _____

TELEPHONE: _____ FAX: _____

EMAIL: _____

BY: _____ TITLE: _____

BIDDER'S LEGAL SIGNATURE: _____

ATTEST: _____

Notary