

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

22nd

day of

October

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorizes the Presiding Commissioner to sign it:

- Bower Estates. S36-T50N-R12W. A-2. Christopher and Ashley Bowers, owners. Curtis Basinger, surveyor.

Done this 22nd day of October 2020.

ATTEST:

*Brianna L. Lennon*

Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janel M. Thompson*  
Janel M. Thompson  
District II Commissioner

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

October

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Payroll Calendar for FY2021.

Done this 22nd day of October 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

	A	B	C	D	E
1	<b>2021 PAYROLL CALENDAR</b>				
2					
3		<b>Payroll Requisition Due Date</b>			<b>Pay Date</b>
4				<b>January</b>	
5	<b>1</b>	Monday Jan 4			Friday Jan 8
6	<b>2</b>	Friday Jan 15	<b>1-MLK Bday 01/18</b>		Friday Jan 22
7				<b>February</b>	
8	<b>3</b>	Monday Feb 1			Friday Feb 5
9	<b>4</b>	Thursday Feb 11	<b>2-Presidents Day 02/15</b>		Friday Feb 19
10				<b>March</b>	
11	<b>5</b>	Monday Mar 1			Friday Mar 5
12	<b>6</b>	Monday Mar 15			Friday Mar 19
13				<b>April</b>	
14	<b>7</b>	Monday Mar 29			Friday Apr 2
15	<b>8</b>	Monday Apr 12			Friday Apr 16
16	<b>9</b>	Monday Apr 26			Friday April 30
17				<b>May</b>	
18					
19	<b>10</b>	Monday May 10			Friday May 14
20	<b>11</b>	Monday May 24			Friday May 28
21				<b>June</b>	
22	<b>12</b>	Monday June 7			Friday June 11
23	<b>13</b>	Monday June 21			Friday June 25
24				<b>July</b>	
25	<b>14</b>	Friday July 2	<b>3-Independence Day 07/05</b>		Friday July 9
26	<b>15</b>	Monday July 19	(observed)		Friday July 23
27				<b>August</b>	
28	<b>16</b>	Monday Aug 2			Friday Aug 6
29	<b>17</b>	Monday Aug 16			Friday Aug 20
30				<b>September</b>	
31	<b>18</b>	Monday Aug 30			Friday Sept 3
32	<b>19</b>	Monday Sept 13			Friday Sept 17
33				<b>October</b>	
34	<b>20</b>	Monday Sept 27			Friday Oct 1
35	<b>21</b>	Friday Oct 8	<b>4-Columbus Day 10/11</b>		Friday Oct 15
36	<b>22</b>	Monday Oct 25			Friday Oct 29
37				<b>November</b>	
38	<b>23</b>	Friday Nov 5	<b>5-Veterans Day 11/11</b>		Friday Nov 12
39	<b>24</b>	Friday Nov 19	<b>6-Thanksgiving 11/25-26</b>		Wednesday Nov 24
40				<b>December</b>	
41	<b>25</b>	Monday Dec 6			Friday Dec 10
42	<b>26</b>	Friday Dec 17	<b>7-Christmas Day 12/24</b>		Thursday Dec 23
43			(observed)		
44					
45	<b>1- Monday January 18 CLOSED MLK Bday</b>			<b>5-Monday November 11 CLOSED Veterans Day</b>	
46	<b>2-Monday February 15 CLOSED Presidents Day</b>			<b>6-Thurs/Friday Nov 25-26 CLOSED</b>	
47	<b>3- Monday July 5 CLOSED Independence Day</b>			<b>Thanksgiving</b>	
48	<b>4-Monday October 11 CLOSED Columbus Day</b>			<b>7-Friday CLOSED December 24</b>	
49				<b>Christmas Day</b>	
50				<b>(2021 Payroll Calendar - excel)</b>	

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STATE OF MISSOURI

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October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the 22nd day of October 20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby declare that the Boone County Holiday Schedule for 2021 will be in agreement with the Public Holiday List from the State Offices issued by the Office of the Governor, State of Missouri, with the addition of November 26, 2021 (Thanksgiving Day After). Any additional holidays for 2021 adopted by the Office of the Governor will automatically be adopted by Boone County.

Done this 22nd day of October 2020.

ATTEST:

*Brianna L. Lennon att*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Med. Parry*  
Med. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

## State Holidays

### 2020

New Year's Day	Wednesday, January 1, 2020
Martin Luther King, Jr. Day	Monday, January 20, 2020
Lincoln Day	Wednesday, February 12, 2020
Washington's Birthday	Monday, February 17, 2020
Truman Day	Friday, May 8, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Columbus Day	Monday, October 12, 2020
Veterans Day	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020
Christmas Day	Friday, December 25, 2020

### 2021

New Year's Day	Friday, January 1, 2021
Martin Luther King, Jr. Day	Monday, January 18, 2021
Lincoln's Birthday	Friday, February 12, 2021
Washington's Birthday	Monday, February 15, 2021
Truman Day	Friday, May 7, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Columbus Day	Monday, October 11, 2021
Veterans Day	Thursday, November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Christmas Day	Friday, December 24, 2021
New Year's Day	Friday, December 31, 2021

Source URL: <https://oa.mo.gov/commissioner/state-holidays>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 2020

County of Boone

}

ea.

In the County Commission of said county, on the 22nd day of October 2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the following budget revision from the County Clerk's Office to move funds from Election Supplies (23005) to Machinery & Equipment (91300) for the purchase of a central tabulating machine.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1133	23005	Election Activities	Election Supplies	51,540	
1133	91300	Election Activities	Machinery & Equipment		51,540
				51,540	51,540

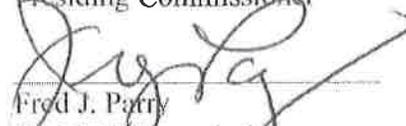
Done this 22nd day of October 2020.

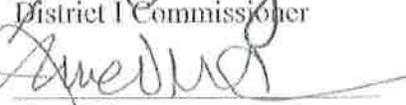
ATTEST:

  
 Brianna L. Lennon  
 Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
 Presiding Commissioner

  
 Fred J. Parry  
 District I Commissioner

  
 Janet M. Thompson  
 District II Commissioner



COPY

Commission Order: \_\_\_\_\_ Date: \_\_\_\_\_

**CONTRACT AMENDMENT NUMBER ONE  
FOR  
VOTING SYSTEMS**

The Agreement **08-04APR19** dated the 16th day of July 2019 made by and between Boone County, Missouri and **Election Systems & Software, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD to contract one (1) DS450 Central Tabulating Machine for \$51,450.00.  
Model DS450 Hardware Version 1.0 (includes Scanner, Steel Table/Cart, Start-Up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Two (2) 8GB Thumb Drives, and Annual License Fee)
2. ADD the attached required clauses from the Federal Emergency Management Agency (FEMA) to the contract for federal assistance procurements and for procurements related to COVID-19 Emergency Declaration. This piece of equipment will be purchased from the 2020 HAVA Coronavirus Aid, Relief and Economic Security (CARES) Act Grant.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**ELECTION SYSTEMS & SOFTWARE, LLC**

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

DocuSigned by:  
*Dick Jablonski*  
By: \_\_\_\_\_  
3E3BC949720E400...

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

Title: VP of Finance

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*J. D. Johnson*  
\_\_\_\_\_  
7D71DFAEB9D74DD  
County Counselor

\_\_\_\_\_  
County Clerk

**AUDITOR CERTIFICATION:** In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <i>Diana P. ...</i> _____ 4147B4E3F1C847D...	10/16/2020	1133-91300 / \$51,450.00
Signature	Date	Appropriation Account

COPY  
2020

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

May Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

26th

day of

May

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the County Clerk's Office to account for funds received from the CARES Grant for Elections.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1133	3411	Election Activities	Federal Grant Reimburse		116,292
1133	23005	Election Activities	Election Supplies		116,292
					232,584

Done this 26th day of May 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

RECEIVED

MAY 26 2020

COONE COUNTY  
AUDITOR

COPY



Secretary of State's Office  
Elections Division  
PO Box 1767  
Jefferson City, MO 65102  
[www.sos.mo.gov](http://www.sos.mo.gov)

**2020 HAVA Coronavirus Aid, Relief and Economic Security (CARES) Act  
Grant Agreement**

This Agreement is entered into between the Missouri Secretary of State's Office ("Secretary of State") and the Local Election Authority ("LEA") identified below. The effective date of this Agreement is the date signed by the Secretary of State. In consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

LEA Name (Grantee): Boone County Clerk

Grant Period: Begins on Secretary of State Official's signature date in Execution section below  
End Date is December 31, 2020

Grant Award Amount: \$ 116,292.00

Final Financial Status Report Due: January 6, 2021

**I. Purpose**

The purpose of this grant is to provide assistance to Local Election Authorities for expenses related to the COVID-19 pandemic, specifically to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle. The grant is for the 2020 federal elections, which are the August 2020 primary election and the November 2020 general election.

Due to receipt of federal funds, the LEA must sign and submit the Standard Certifications (Attachment A) with this grant agreement.

**II. General Instructions**

- This grant is subject to appropriation and cash availability.
- Sign, scan and email grant agreement to the Secretary of State along with the signed Standard Certifications page (Attachment A).
- A copy will be sent back to the LEA.
- The grant period will begin on the date the grant agreement is signed by an authorized official of the Secretary of State.
- Costs cannot be incurred prior to March 28, 2020.
- Costs cannot be incurred after December 31, 2020.

### III. CFDA Number

- The CFDA number associated with this grant is 90.404.
- 83.33% of the grant will be federal funds. 16.67% of the grant will be state funds.
- The federal portion of the amount received must be reported on your Schedule of Expenditures of Federal Awards (SEFA).

### IV. Audit and Accounting

- The LEA shall comply with the Single Audit Act, as amended, an OMB Circular No. A-133.
- The LEA shall use adequate fiscal control and accounting procedures to disburse properly all funds provided by the Secretary of State pursuant to this Agreement.
- The LEA shall deposit funds provided pursuant to this Agreement in an interest bearing account and use any accrued interest from the account for the work and services to be provided pursuant to this Agreement.
- The LEA shall retain, for not less than 4 years from the termination date of the grant period, records documenting the expenditure of all funds provided by the Secretary of State pursuant to this Agreement. The LEA shall provide the Secretary of State with reasonable on-site access to any records so retained.

### V. Allowable Uses of Funds

Grant funds shall only be used to prevent, prepare for, and respond to coronavirus for the 2020 federal elections, which are the August 2020 primary election and the November 2020 general election. Allowable uses include, but are not limited to:

- Supplies – electronic poll books, additional voting equipment (including high speed or central count tabulators), additional computers and/or laptops, installation of absentee ballot boxes, protective shields (example: Plexiglass type of screen between voter and poll worker on a table top), cleaning and disinfecting supplies, hand sanitizer, plastic bottles for hand sanitizer, gloves, masks, stylus pens for electronic poll books, or pens for each voter that are dropped in a container after use for sanitizing, costs specific to rental of buildings, supplies, and/or additional needs.
- Staffing – increased hazard pay for poll workers and/or additional staffing needs related to the COVID-19 pandemic.
- Voting Processes - additional costs for printing and mailing ballots, automated letter opening, etc.
- Security and Training – pre- and post-election deep cleaning and disinfecting of polling places, staff and poll worker training on routine cleaning and disinfection of polling location areas and associated voting equipment, hand hygiene, and preventive actions at polling places, etc.
- Communications – notifying public of information concerning voting - not to include the normal publication requirements.

## **VI. Equipment**

- Equipment purchased with the use of grant funds will be allowed based on the percentage used for elections; and
- Single year maintenance cost only, unless the vendor supplies written documentation showing a justifiable cost savings for a two year maintenance agreement.
- The LEA shall dispose of equipment purchased with HAVA funds in accordance with federal requirements.
- Maintenance, service, and warranty repairs of the qualifying equipment purchased pursuant to this agreement are the sole responsibility of the LEA. The LEA shall contact the manufacturer or vendor directly for maintenance, warranty, service and repair of the qualifying computer equipment.
- The LEA shall keep records and track equipment by:
  - serial or identification number;
  - source of the property;
  - name of the title holder;
  - acquisition date;
  - cost;
  - location;
  - use and condition of the property; and
  - disposal information.

## **VII. Payment and Reporting**

- The LEA will receive the funds in advance; however, the CARES Act requires reporting on specific categories.
- Costs incurred after December 31, 2020 are NOT allowable.
- Vendor invoices must be detailed to clearly show what was purchased.
- Allowable expenses must be incurred on or after March 28, 2020.

### **A. Final Financial Status Report**

The LEA must complete the attached Final Financial Status Report and submit it to the Secretary of State with a copy of invoices, proof of payment and any other payment documentation by January 6, 2021.

### **B. Delivery of Report**

- The Final Financial Status Report and required documentation shall be delivered by U.S. mail to:  
**US Mail:** Secretary of State, Elections Division  
PO Box 1767  
600 W Main  
Jefferson City, MO 65102

Or by Email: [elections@sos.mo.gov](mailto:elections@sos.mo.gov)

#### VIII. Repayment of Grant Funds

- The Secretary of State may require repayment of a grant under this Agreement in FULL from any LEA failing to submit the Final Financial Status Report with all supporting documentation to the Secretary of State by January 6, 2021. Such repayment is due by January 31, 2021.
- Any LEA not using all the Grant funds as set forth in this Agreement shall repay such amounts, with any applicable interest earned, to the Secretary of State no later than January 31, 2021.

#### IX. Additional Terms and Conditions

- **APPLICABLE LAW.** This Agreement shall be construed according to the laws of the state of Missouri.
- **SUBCONTRACTING.** The LEA may subcontract work and services set forth in this Agreement, provided that the Secretary of State shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The LEA shall be solely responsible for the services provided in connection with this Agreement and solely liable to any subcontractor for all expenses and liabilities incurred under the subcontract. The LEA shall follow all procurement requirements applicable under Missouri law, including but not limited to compliance with sections 285.525 to 285.550, RSMo.
- **AMENDMENTS.** Any change in this Agreement, whether by modification or supplementation, shall be accomplished by a formal written amendment signed and approved by the duly authorized representatives of the LEA and the Secretary of State,
- **INDEMNIFICATION.** The LEA shall be responsible for the acts, omissions to acts or negligence of the LEA, its agents, employees and assigns. To the extent allowed by law, and subject to any applicable sovereign immunity, the LEA shall hold harmless and indemnify the Secretary of State including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the LEA in connection with or in any way relating to this Agreement.
- **SOVEREIGN IMMUNITY.** The Secretary of State, the State of Missouri, its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.
- **INDEPENDENT CONTRACTOR.** The LEA, its agents, employees and assigns shall act in the capacity of an independent contractor in performance of this Agreement and not as an agent, employee or officer of the Secretary of State.
- **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- **EXECUTION.** This Agreement may be executed in counterparts, each of which shall constitute an original instrument and all of which together shall constitute one and the same Agreement. Facsimile or photocopied signatures shall be considered as valid signatures.

**X. Execution**

The Missouri Secretary of State's Office and the Local Election Authority agree to comply with the terms of this Grant Agreement, and all local, state and federal provisions and assurances required under this grant program as well as the Standard Certifications included in Attachment A to this Agreement. We will carry out the Grant Agreement according to the purpose stated above. We agree that all grant funds not returned will be expended as set forth in this Agreement. The LEA represents it is duly authorized to enter into this Agreement.

TALSH VINCENT  
Authorized Representative of Secretary of State  
(type or print)

Tish Vincent  
Signature, above official

4/27/2020  
Date signed

Brianna L. Lennon  
Authorized Representative of LEA  
(type or print)

B Lennon  
Signature, above official

4/24/20  
Date signed

Boone County  
Local Election Authority  
(type or print)

801 E. Walnut, Rm 236  
Mailing Address  
(type or print)

Columbia, MO 65201  
City, State, Zip Code  
(type or print)

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

October

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 32-01OCT20 – Tires – Passenger Vehicles, Patrol Vehicles, Light Duty Trucks, and Trailers – Term & Supply to the following:

Pomp's Tire Service, Inc.  
McKnight Tire Company, Inc.

Terms of the award are stipulated in the attached Purchase Agreements. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreements.

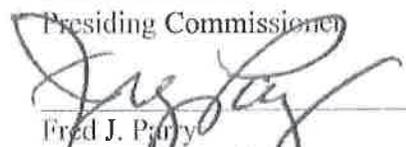
Done this 22nd day of October 2020.

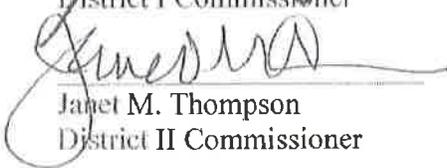
ATTEST:

  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Robert Wilson**  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Robert Wilson  
**DATE:** October 15, 2020  
**RE:** 32-01OCT20 – Tires – Passenger Vehicles, Patrol Vehicles, Light Duty Trucks, and Trailers – Term & Supply

32-01OCT20 – Tires – Passenger Vehicles, Patrol Vehicles, Light Duty Trucks, and Trailers – Term & Supply opened on October 1, 2020. Three (3) bids were received. Road & Bridge recommends award to Pomp's Tire Service, Inc. and McKnight Tire Company, Inc.

This is a term and supply contract and invoices will be paid from departments 2040 – RB Maintenance Operations and 1251 - Sheriff, account 59105 –Tires.

**att:** Bid Tab

**cc:** Greg Edington, Road & Bridge  
Bid File

**32-01OCT20 - TIRES - PASSENGER VEHICLES, PATROL VEHICLES, LIGHT DUTY TRUCKS, and TRAILERS**

<b>BID TABULATION</b>								
4.9.	<b>PRICING</b>		<b>McKnight Tire Company, Inc</b>		<b>Pomp's Tire Service</b>		<b>The Goodyear Tire &amp; Rubber Company</b>	
<b>Category A - Passenger Vehicle Tires</b>								
	<b>Tire Size</b>	<b>Load Rating</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
1	P205/65 R15	SL	\$69.78	\$47.28	\$70.00	\$47.00	No Bid	\$60.38
2	P235/75 R15	SL	\$123.40	\$100.90	\$123.00	\$100.00	No Bid	\$90.40
2.1.	P235/75 R15	XL	\$121.90	\$99.40	\$122.00	\$99.00	No Bid	No Bid
3	P205/65 R16	SL	\$76.46	\$53.96	\$76.00	\$53.00	No Bid	\$70.19
4	P215/55 R16	SL	\$85.59	\$63.09	\$86.00	\$63.00	No Bid	\$73.07
5	P215/60 R16	SL	\$82.50	\$60.00	\$78.00	\$55.00	No Bid	\$69.55
6	P215/70 R16	SL	\$78.66	\$56.16	\$70.00	\$47.00	No Bid	\$75.59
7	P225/60 R16	SL	\$78.74	\$56.24	\$79.00	\$56.00	No Bid	\$71.50
8	P235/65 R16	SL	\$81.00	\$58.50	\$81.00	\$58.00	No Bid	\$75.99
9	P225/65 R17	SL	\$86.83	\$64.33	\$85.00	\$62.00	No Bid	\$84.00
9.1.	P225/65 R17	XL	No bid	No Bid	\$118.00	\$93.00	No Bid	No Bid
10	P235/55 R17	SL	\$98.26	\$75.76	\$98.00	\$75.00	No Bid	\$85.36
11	P245/65 R17	SL	\$120.17	\$97.67	\$120.00	\$97.00	No Bid	\$115.82
11.1.	P245/65 R17	XL	No Bid	No Bid	\$135.00	\$112.00	No Bid	No Bid
12	P265/70 R17	SL	\$145.16	\$122.66	\$145.00	\$122.00	No Bid	\$104.84
13	P245/55 R18	SL	\$99.30	\$76.80	\$99.00	\$76.00	No Bid	No Bid
14	P245/60 R18	SL	\$126.05	\$103.55	\$126.00	\$103.00	No Bid	\$105.18
15	P255/60 R18	SL	No Bid	No Bid	\$164.00	\$141.00	No Bid	\$141.30
15.1.	P255/60 R18	XL	No Bid	No Bid	\$162.00	\$139.00	No Bid	No Bid
<b>Total Category A</b>			<b>\$1,473.80</b>	<b>\$1,136.30</b>	<b>\$2,037.00</b>	<b>\$1,598.00</b>	<b>\$0.00</b>	<b>\$1,223.17</b>

4.9.	<u>PRICING</u>		McKnight Tire Company, Inc	Pomp's Tire Service	The Goodyear Tire & Rubber Company			
<b>Category B - Light Duty Truck / SUV / Van Tires</b>								
	Tire Size	Load Rating	Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)
16	235/75 R15	SL	\$121.90	\$99.40	\$123.00	\$100.00	No Bid	\$62.40
16.1.	235/75 R15	C	No Bid	No Bid	\$136.00	\$113.00	No Bid	\$132.45
17	215/85 R16	E	\$127.26	\$104.76	\$127.00	\$104.00	No Bid	\$115.00
18	225/70 R16	SL	\$89.72	\$67.22	\$123.00	\$100.00	No Bid	\$72.01
19	225/75 R16	SL	\$122.10	\$99.60	\$127.00	\$104.00	No Bid	\$111.26
19.1.	225/75 R16	E	\$128.94	\$106.44	\$129.00	\$106.00	No Bid	\$113.00
20	235/85 R16	SL	No Bid	No Bid	\$126.00	\$103.00	No Bid	No Bid
20.1.	235/85 R16	E	\$126.36	\$103.86	\$137.00	\$114.00	No Bid	\$108.34
21	245/70 R16	SL	\$149.38	\$126.88	\$127.00	\$104.00	No Bid	\$110.81
21.1.	245/70 R16	E	No Bid	No Bid	\$149.00	\$126.00	No Bid	No Bid
22	245/75 R16	SL	\$134.77	\$112.27	\$123.00	\$100.00	No Bid	\$107.87
22.1.	245/75 R16	E	\$130.32	\$107.82	\$130.00	\$107.00	No Bid	\$118.00
23	255/70 R16	SL	\$155.53	\$133.03	\$141.00	\$118.00	No Bid	\$99.24
24	265/70 R16	SL	\$141.06	\$118.56	\$148.00	\$125.00	No Bid	\$102.21
25	265/75 R16	SL	\$146.12	\$123.62	\$140.00	\$117.00	No Bid	\$110.08
25.1.	265/75 R16	E	\$135.79	\$113.29	\$136.00	\$113.00	No Bid	\$135.00
26	225/70 R17	SL	No Bid	No Bid	\$165.00	\$142.00	No Bid	No Bid
27	235/70 R17	XL	\$151.06	\$128.56	\$147.00	\$124.00	No Bid	\$129.16
28	235/80 R17	E	\$141.56	\$119.06	\$142.00	\$119.00	No Bid	\$134.00
29	245/70 R17	SL	\$126.26	\$103.76	\$126.00	\$103.00	No Bid	\$122.00
29.1	245/70 R17	E	\$144.66	\$122.16	\$145.00	\$122.00	No Bid	\$125.00
30	245/75 R17	E	\$152.27	\$129.77	\$152.00	\$129.00	No Bid	\$135.00
31	255/65 R17	SL	\$137.33	\$114.83	\$137.00	\$114.00	No Bid	\$97.85
32	255/70 R17	SL	\$165.32	\$142.82	\$148.00	\$125.00	No Bid	\$122.00
33	265/70 R17	SL	\$145.16	\$122.66	\$145.00	\$122.00	No Bid	\$104.84
33.1.	265/70 R17	E	\$154.16	\$131.66	\$154.00	\$131.00	No Bid	\$140.00
<b>Total Category B</b>			<b>\$3,027.03</b>	<b>\$2,532.03</b>	<b>\$3,583.00</b>	<b>\$2,985.00</b>	<b>\$0.00</b>	<b>\$2,607.52</b>

4.9.	<u>PRICING</u>		McKnight Tire Company, Inc	Pomp's Tire Service	The Goodyear Tire & Rubber Company			
<b>Category C – Pursuit Tires</b>								
	Size		Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)
34	P225/60 R16		\$124.50	\$102.00	\$92.00	\$69.00	No Bid	\$93.00
35	P235/55 R17		\$138.50	\$116.00	\$127.00	\$104.00	No Bid	\$108.00
36	P265/60 R17		\$151.50	\$129.00	\$143.00	\$120.00	No Bid	\$120.00
37	P225/60 R18		\$145.50	\$123.00	\$137.00	\$114.00	No Bid	\$115.00
38	P255/60 R18		\$161.50	\$139.00	\$162.00	\$139.00	No Bid	\$139.00
39	P245/55 R18		\$157.50	\$135.00	\$149.00	\$126.00	No Bid	\$124.00
<b>Total Category C</b>			<b>\$879.00</b>	<b>\$744.00</b>	<b>\$810.00</b>	<b>\$672.00</b>	<b>\$0.00</b>	<b>\$699.00</b>
<b>Category D – Trailer Tires</b>								
	Size	Load Rating	Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)	Price (Including all services in 2.2.2.)	Tire (Only)
40	ST175/80 D13	C	\$82.50	\$60.00	\$59.00	\$46.00	No Bid	No Bid
41	ST205/75 R15	C	\$107.50	\$85.00	\$80.00	\$67.00	No Bid	\$78.73
41.1.	ST205/75 R15	D	\$113.50	\$91.00	\$81.00	\$68.00	No Bid	\$78.73
42	ST235/80 R16	E	\$143.50	\$121.00	\$112.00	\$99.00	No Bid	\$107.39
42.1.	ST235/80 R16	F	\$147.50	\$125.00	\$123.00	\$110.00	No Bid	No Bid
43	ST235/85 R16	E	\$143.50	\$121.00	\$121.00	\$108.00	No Bid	\$118.33
43.1.	ST235/85 R16	F	\$167.50	\$145.00	\$133.00	\$120.00	No Bid	No Bid
44	285/75 R16	E	\$196.75	\$174.25	\$167.00	\$154.00	No Bid	\$130.55
<b>Total Category D</b>			<b>\$1,102.25</b>	<b>\$922.25</b>	<b>\$876.00</b>	<b>\$772.00</b>	<b>\$0.00</b>	<b>\$513.73</b>
<b>Category E – Tire Related Services</b>								
1	Tire Repair – In Shop (each)		\$18.95		\$20.00		No Bid	
2	Tire Rotation		\$15.00		\$5.00 /tire		No Bid	
3	Alignment – Front End (each)		\$54.95		\$69.95		No Bid	
	Alignment - Front and Rear (each)		\$72.95		\$79.95		No Bid	
5	Computer Balancing of Tire (each)		\$10.00		\$15.00		No Bid	
6	Mount Tires		\$5.00		\$5.00 /tire		No Bid	
7	Service Call in County per hour		\$85.00		\$85.00		No Bid	
8	Service Call in County per mile		\$2.00		\$0.00		No Bid	
9	Flat Shop Rate per hour		\$65.00		\$75.00		No Bid	
10	Mounting and Dismounting Tires (per cross section inch)		\$4.50		\$10.00		No Bid	
11	Tire Disposal Fee per tire		\$3.50		\$3.00		No Bid	
12	Tire Fee per Senate Bill 225		\$0.50		\$0.50		No Bid	
13	Valve Stem		\$2.00		\$2.50		No Bid	
14	TPMS Sensor Replacement (Ford/Chevrolet/Dodge)		10% Mark-up	\$15 Labor	\$43.00 part	\$12.00 Labor	No Bid	No Bid
15	List any other Fees or Charges not covered by aforementioned services in Category 4		TPMS Service Kit: \$5.99		No Bid		No Bid	
<b>Total Category E</b>			<b>\$339.35</b>		<b>\$360.90</b>		<b>\$0.00</b>	
<b>Grand Total Categories A-E</b>			<b>\$6,821.43</b>	<b>\$5,673.93</b>	<b>\$7,666.90</b>	<b>\$6,387.90</b>	<b>\$0.00</b>	<b>\$5,043.42</b>
<b>COOP? (Yes or No)</b>			Yes		Yes		Yes	
<b>Maximum % Increase for 1st Renewal Period</b>			0%		5%		2%	
<b>Maximum % Increase for 1st Renewal Period</b>			0%		5%		2%	
<b>Maximum % Increase for 1st Renewal Period</b>			0%		5%		2%	
<b>Minimum % discount off retail for all product lines introduced after inception of the contract, and all existing lines not specified herein</b>			10%		Current Govt Pricing		No Bid	

No Bid: Lee's Tire Company

**PURCHASE AGREEMENT  
FOR  
TIRES – PASSENGER VEHICLES, PATROL VEHICLES, LIGHT DUTY TRUCKS, AND  
TRAILERS TERM AND SUPPLY**

THIS AGREEMENT dated the 22nd day of October 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Pomp’s Tire Service, Inc.**, herein “Contractor.”

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Tires – Passenger Vehicles, Patrol Vehicles, Light Duty Trucks, and Trailers - Term and Supply**, bid number **32-01OCT20**, any applicable addenda, and the Contractor’s bid response dated **October 1, 2020** and executed by **Steve McCray** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor’s bid response.

**2. Contract Duration** - The contract period shall be **October 1, 2020 through September 30, 2021**. subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor’s bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response.

**4. Delivery** - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Road & Bridge Department** and billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if 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; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. 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.

**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 executed with the same formality as this agreement.

**8. 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. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**POMP'S TIRE SERVICE, INC**

DocuSigned by:  
 By Joel Hansen  
 8426A9241738468...  
 Title CFO

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
 DocuSigned by:  
Daniel K. Atwill  
 8426A9241738468...  
 Presiding Commissioner

**APPROVED AS TO FORM:**

DocuSigned by:  
[Signature]  
 7071DEAF8D74DD  
 County Counselor

**ATTEST:**

DocuSigned by:  
Brianna L. Lennon by TF  
 8426A9241738468...  
 County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <u>[Signature]</u> 84244D...	10/15/2020	2040,1251/59105 Term/Supply
Signature	Date	Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone 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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

*Updated 8/19/20*

**County of Boone**

**Purchasing Department**

**4. Response Form**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: Pomp's Tire Service Inc

4.2 Email Address: Smccray@pompstire.com

4.3. Address: 5320 Highway 763 N

4.4. City/Zip: Columbia, Missouri 65202

4.5. Phone Number: (573) 442-8259

4.6. Fax Number: (573) 442-2865

4.7. Federal Tax ID: 39-0838986

- 4.7.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

4.8. The Response Form includes an opportunity to bid a total price per tire to completely purchase and install or price the tire separate from services. Bidders are encouraged to respond to both but are not required.

**Response Form**4.9. **PRICING**

<b>Category A – Passenger Vehicle Tires</b>						
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Load Rating</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
1	P205/65 R15	Firestone All Season	004012	SL	\$ 70.00	\$ 47.00
2	P235/75 R15	Firestone Destination AT/2	014043	SL	\$ 123.00	\$ 100.00
2.1.	P235/75 R15	Firestone Destination LE3	005346	<b><u>XL</u></b>	\$ 122.00	\$ 99.00
3	P205/65 R16	Firestone All Season	004030	SL	\$ 76.00	\$ 53.00
4	P215/55 R16	Firestone All Season	004042	SL	\$ 86.00	\$ 63.00
5	P215/60 R16	Firestone All Season	003816	SL	\$ 78.00	\$ 55.00
6	P215/70 R16	Firestone All Season	004014	SL	\$ 70.00	\$ 47.00
7	P225/60 R16	Firestone All Season	004002	SL	\$ 79.00	\$ 56.00
8	P235/65 R16	Firestone All Season	004028	SL	\$ 81.00	\$ 58.00
9	P225/65 R17	Firestone All Season	003019	SL	\$ 85.00	\$ 62.00
9.1	P225/65 R17	Firestone Destination LE3	005359	<b><u>XL</u></b>	\$ 118.00	\$ 93.00
10	P235/55 R17	Firestone All Season	006256	SL	\$ 98.00	\$ 75.00
11	P245/65 R17	Firestone Destination LE3	005370	SL	\$ 120.00	\$ 97.00
11.1	P245/65 R17	Firestone Destination AT/2	003345	<b><u>XL</u></b>	\$135.00	\$ 112.00
12	P265/70 R17	Firestone Destination LE3	005374	SL	\$145.00	\$122.00
13	P245/55 R18	Firestone All Season	003057	SL	\$ 99.00	\$ 76.00
14	P245/60 R18	Firestone Destination LE3	005384	SL	\$ 126.00	\$ 103.00
15	P255/60 R18	Goodyear Eagle Sport A/S	109099382	SL	\$ 164.00	\$ 141.00
15.1	P255/60 R18	Goodyear Eagle Enforcer	732005563	<b><u>XL</u></b>	\$ 162.00	\$139.00

**Response Form, continued****4.9. PRICING**

<b>Category B - Pickup Truck / SUV / Van Tires</b>						
	<b>Tire Size</b>	<b>Type/Brand</b>	<b>Stock Number</b>	<b>Load Rating</b>	<b>Pricing (w/all Services in 2.2.2.)</b>	<b>Tire (Only)</b>
16	235/75 R15	Firestone Destination AT/2	014043	SL	\$ 123.00	\$ 100.00
16.1	235/75 R15	Hankook Dynapro AT2	2020844	C	\$ 136.00	\$ 113.00
17	215/85 R16	Firestone Transforce AT2	000178	E	\$ 127.00	\$ 104.00
18	225/70 R16	Firestone Destination LE3	005335	SL	\$ 123.00	\$ 100.00
19	225/75 R16	Firestone Destination AT/2	014111	SL	\$ 127.000	\$ 104.00
19.1	225/75 R16	Firestone Transforce AT2	000180	E	\$ 129.00	\$ 106.00
20	235/85 R16	Firestone Transforce HT2	002759	SL	\$ 126.00	\$ 103.00
20.1	235/85 R16	Firestone Transforce AT2	000179	E	\$ 137.00	\$ 114.00
21	245/70 R16	Firestone Destination LE3	005341	SL	\$ 127.00	\$ 104.00
21.1	245/70 R16	Firestone Destination AT/2	014247	E	\$ 149.00	\$ 126.00
22	245/75 R16	Firestone Destination LE3	000223	SL	\$ 123.00	\$ 100.00
22.1	245/75 R16	Firestone Transforce AT2	000181	E	\$ 130.00	\$ 107.00
23	255/70 R16	Firestone Destination LE3	005354	SL	\$ 141.00	\$ 118.00
24	265/70 R16	Firestone Destination AT/2	014298	SL	\$ 148.00	\$ 125.00
25	265/75 R16	Firestone Destination LE3	005353	SL	\$ 140.00	\$ 117.00
25.1	265/75 R16	Firestone Transforce AT2	000182	E	\$ 136.00	\$ 113.00
26	225/70 R17	Firestone Destination AT/2	014417	SL	\$ 165.00	\$ 142.00
27	235/70 R17	Firestone Destination LE3	005362	XL	\$ 147.00	\$ 124.00
28	235/80 R17	Firestone Destination AT/2	000185	E	\$ 142.00	\$ 119.00
29	245/70 R17	Firestone Destination LE3	005369	SL	\$ 126.00	\$ 103.00
29.1	245/70 R17	Firestone Transforce AT2	000186	E	\$ 145.00	\$ 122.00
30	245/75 R17	Firestone Destination AT/2	000184	E	\$ 152.00	\$ 129.00
31	255/65 R17	Firestone Destination LE3	005372	SL	\$ 137.00	\$ 114.00
32	255/70 R17	Firestone Destination LE3	005371	SL	\$ 148.00	\$ 125.00
33	265/70 R17	Firestone Destination LE3	005374	SL	\$ 145.00	\$ 122.00
33.1	265/70 R17	Firestone Destination AT/2	000187	E	\$ 154.00	\$ 131.00

**Response Form, continued****4.9. PRICING**

<b>Category C – Pursuit Tires</b>					
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
34	225/60 R16	Firestone Firehawk PV41	067911	\$ 92.00	\$ 69.00
35	235/55 R17	Firestone Firehawk GTZ Pursuit	003874	\$ 127.00	\$ 104.00
36	265/60 R17	Firestone Firehawk GTV Pursuit	023189	\$ 143.00	\$ 120.00
37	225/60 R18	Firestone Firehawk GTZ Pursuit	003875	\$ 137.00	\$ 114.00
38	255/60 R18	Goodyear Eagle Enforcer	732005563	\$ 162.00	\$ 139.00
39	245/55 R18	Firestone Firehawk GTZ Pursuit	000177	\$ 149.00	\$ 126.00

<b>Category D – Trailer Tires</b>						
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Load Rating</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
40	ST175/80 D13	PKing Premium Trailer	PWKG-STB13	C	\$ 59.00	\$ 46.00
41	ST205/75 R15	PKing Towmax Vanguard	MAXV48	C	\$ 80.00	\$ 67.00
41.1	ST205/75 R15	PKing Towmax Vanguard	MAXV49	D	\$ 81.00	\$ 68.00
42	ST235/80 R16	PKing Towmax Vanguard	MAXV24	E	\$ 112.00	\$ 99.00
42.1	ST235/80 R16	PKing Towmax Vanguard	MAXV25	F	\$ 123.00	\$ 110.00
43	ST235/85 R16	PKing Towmax Vanguard	MAXV17	E	\$ 121.00	\$ 108.00
43.1	ST235/85 R16	PKing Towmax Vanguard	MAXV18	F	\$ 133.00	\$ 120.00
44	285/75 R16	Sailun Terramax	5549278	E	\$ 167.00	\$ 154.00

**Response Form, continued****4.10. PRICING**

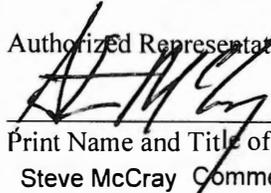
<b>Category E – Tire Related Services</b>		
1	Tire Repair – In Shop (each)	\$ 20.00
2	Tire Rotation	\$ 5.00 per tire
3	Alignment – Front End (each)	\$ 69.95
4	Alignment - Front and Rear (each)	\$ 79.95
5	Computer Balancing of Tire (each)	\$ 15.00
6	Mount Tires	\$ 5.00 per tire
7	Service Call in County per hour	\$ 85.00
8	Service Call in County per mile	\$ No Charge for Mileage
9	Flat Shop Rate per hour	\$ 75.00
10	Mounting and Dismounting Tires 	\$ 10.00
11	Tire Disposal Fee per tire	\$ 3.00
12	Tire Fee per Senate Bill 225	\$ .50
13	Valve Stem	\$ 2.50
14	TPMS Sensor Replacement (Ford/Chevrolet/Dodge)	Part  \$ 43.00 Labor \$ 12.00
15	List any other Fees or Charges not covered by aforementioned services in Category 4	\$ 0.00

- 4.11. Minimum discount off retail for all product lines introduced after inception of the contract, and all existing lines not specified herein: Current Govt.Pricing %
- 4.12. Please list below or attach information on any additional services and warranties offered by your company. N/A
- 4.13. Will Bidder accept current tires for warranty work (i.e. Patching and replacement, etc) that is standard with warranty with new tires? If so, please attach policy and pricing. YES
- 4.14. Please attach additional information regarding what is included in Road Hazard Coverage: N/A

- 4.15. Maximum Percentage Increase for Renewal Periods: 5 % 1<sup>st</sup> Renewal Year  
5 % 2<sup>nd</sup> Renewal Year  
5 % 3<sup>rd</sup> Renewal Year

4.16. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.**

Authorized Representative (Sign By Hand):

 Date: 9/28/2020  
Print Name and Title of Authorized Representative  
Steve McCray Commercial Sales Rep.

- 4.17. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? XXXXX Yes \_\_\_\_\_ No

**COUNTY OF BOONE - MISSOURI  
WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Boone )  
 ) ss  
State of Missouri )

My name is Joel Hansen. I am an authorized agent of Pump's Tire Service, Inc.  
\_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] 2.12.2020  
Affiant Date

JOEL HANSEN  
Printed Name

Subscribed and sworn to before me this 12<sup>th</sup> day of February, 2020

[Signature]  
Notary Public

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.



# E-Verify



Company ID Number: 302807

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Pumps Tire Service, Inc.

**Donna M Gustafson**

Name (Print & Type or Print)

Title

*Electronically Signed*

Signature

**02/09/2010**

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Print & Type or Print)

Title

*Electronically Signed*

Signature

**02/09/2010**

Date



Company ID Number: 302807

**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name: Pomps Tire Service, Inc.

Company Facility Address: 1123 Cedar Street

Green Bay, WI 54301

Company Alternate

Address: P.O. Box 1530

Green Bay, WI 54305

County or Parish: BROWN

Employer Identification

Number: 390838986

North American Industry  
Classification Systems

Code: 441

Parent Company: \_\_\_\_\_

Number of Employees: 20 to 99

Number of Sites Verified

for: 3

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- WISCONSIN 2 site(s)



Company ID Number: 302807

- PENNSYLVANIA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Donna M Gustafson	Fax Number:	(920) 433 - 2169
Telephone Number:	(920) 435 - 8301 ext. 203		
E-mail Address:	dgustafson@pompstire.com		
Name:	Karmen D Allen	Fax Number:	(920) 433 - 2172
Telephone Number:	(920) 435 - 8301 ext. 257		
E-mail Address:	kallen@pompstire.com		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM	
<b>INSURED</b> 302-609-3 POMP'S TIRE SERVICE INC, CROSS MIDWEST TIRE 1123 CEDAR ST GREEN BAY, WI 54301-4703		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: FEDERATED MUTUAL INSURANCE COMPANY      NAIC # 13935	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES      CERTIFICATE NUMBER: 623      REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:	Y	N	0748868	09/01/2020	09/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	0748868	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION	N	N	0748870	09/01/2020	09/01/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED FOR GENERAL LIABILITY AND BUSINESS AUTO LIABILITY.**

<b>CERTIFICATE HOLDER</b> 302-609-3 BOONE COUNTY PURCHASING BOONE COUNTY ANNEX 613 E ASH ST RM 109 COLUMBIA, MO 65201-4432	623 0	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/28/2020

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<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	<b>CONTACT NAME:</b> CLIENT CONTACT CENTER <b>PHONE (A/C, No, Ext):</b> 888-333-4949 <b>FAX (A/C, No):</b> 507-446-4664 <b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: FEDERATED MUTUAL INSURANCE COMPANY      13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> 302-609-3 POMP'S TIRE SERVICE INC 1123 CEDAR ST GREEN BAY, WI 54301-4703	

**COVERAGES      CERTIFICATE NUMBER: 0      REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	0748868	09/01/2020	09/01/2021	EACH OCCURRENCE      \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$100,000 MED EXP (Any one person)      \$10,000 PERSONAL & ADV INJURY      \$1,000,000 GENERAL AGGREGATE      \$2,000,000 PRODUCTS - COMPIOP AGG      \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	0748868	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION	N	N	0748870	09/01/2020	09/01/2021	EACH OCCURRENCE      \$10,000,000 AGGREGATE      \$10,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.**

<b>CERTIFICATE HOLDER</b>  A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.	<b>CANCELLATION</b> 0 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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5320 Highway 763 N.  
Columbia, Missouri 65202  
Office (573) 442-8259  
Fax (573) 442-2865

## List of References

Callaway County Road & Bridge: Travis Schulte (573) 826-0320  
Missouri Task Force 1: Adam Stoffer (573) 819-8951  
Boone County Fire Protection District: Aaron (573) 447-5000  
Mo. Department of Transportation (Columbia): Nathen Baker (573) 301-0233  
Student Transportation of America (Columbia): John Jacob (573) 214-3860  
County of Boone Public Works: Greg Eddington (573) 449-6818

**Steve McCray**  
**Pomp's Tire Service, Inc.**  
5320 Highway 763 N.  
Columbia, Missouri 65202

(573) 489-5528 cell  
(573) 442-8259 office  
(573) 442-2865 fax  
[smccray@pomptire.com](mailto:smccray@pomptire.com)





**Request for Bid (RFB)**

**Boone County Purchasing**  
613 E. Ash, Room 111  
Columbia, MO 65201

**Robert Wilson, Buyer**

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

**Bid Data**

Bid Number: **32-01OCT20**

Commodity Title: **Tires – Passenger Vehicles, Patrol Vehicles, Light Duty Trucks, and Trailers**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

**Bid Submission Address and Deadline**

Day / Date: **Thursday, October 01, 2020**

Time: **10:00 A.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 111  
Columbia, MO 65201

Directions: The Boone County Annex is located on the Southeast corner at 7<sup>th</sup> St. and Ash St. Enter the building from the South Side. Wheelchair accessible entrance is available.

**Bid Opening**

Day / Date: **Thursday, October 01, 2020**

Time: **10:30 A.M.**

Location / Address: Boone County Annex Building Conference Room  
613 E. Ash St.  
Columbia, MO 65201

Email Submission: The County is allowing submission of bids via e-mail during the COVID-19 response. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Robert Wilson, Buyer  
[rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

***Bid Contents***

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- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
  - Work Authorization Certification
  - Certification of Individual Bidder
  - Individual Bidder Affidavit
  - Debarment Form
  - Standard Terms and Conditions
  - No Bid Response Form

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the goods and/or services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.5.2. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **October 1, 2020 through September 31, 2021**, and may be automatically renewed for an **additional three (3) years** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.5.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.5.4. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – For the provision of a Term and Supply Contract for tires and tire related services for passenger vehicles, patrol vehicles, light duty trucks and trailers.
- 2.1.1. **Scope of Work** – Contractor shall provide all services, supervision, labor, equipment, products and materials necessary to provide County with **tires and tire related services for cars, light duty trucks and trailers.**
- 2.1.2. **Quantity** - All orders will be made on an “as needed basis.”
- 2.2. **MINIMUM REQUIREMENTS** - ALL TIRES SHALL BE GRADE NUMBER ONE (1) OR BETTER AT CONTRACTED PRICE. NO BLEMISHED OR SECONDS WILL BE ACCEPTED.
- 2.2.1. Contractor shall stock, provide and/or deliver tires as outlined by the County.
- 2.2.2. Contractor shall bid a flat rate for service including, but not limited to, mounting, flat repair, rotation, computer balancing, tire transfer to another County vehicle, disposal, and replacement of warranty tires.
- 2.2.3. **DOT tire dates:** No tire(s) will be accepted with a DOT date stamp that is older than Three (3) years old.
- 2.2.4. Contractor shall provide 24-hour roadside service on an “as needed basis”. Contractor shall provide with bid submission name and telephone number of the point of contact for 24-hour roadside service.
- 2.2.5. No portions of the work will be assigned to a subcontractor without the prior knowledge and written consent of the County.
- 2.2.6. Contractor is responsible for repair and/or replacement of any damage done in the process of alignment of the vehicle and/or removing and replacing a tire to the wheel or vehicle; includes studs, nuts, etc. Contractor will be required to correct any problem(s) associated with an alignment, as long as they are notified within five days from the date the alignment was completed.
- 2.2.7. Contractor will be required to commence work on County Vehicles within **thirty (30) minutes** of their arrival and to continuously pursue the necessary work until completed.
- 2.2.8. **Any other fees for installation that are not covered in the bid form, shall have prior approval from the Road & Bridge Director, Greg Edington or his designated County representative at (573) 449-8515 ext. 226.**
- 2.2.9. If a roadside service call is requested, Contractor shall be required to arrive within thirty minutes of call for flat repair within the city limits and one hour for flat repair outside the city limits. Contractor shall obtain county vehicle number and mileage and have the driver sign the work order legibly. Any tire that the contractor determines to be unsafe and/or needs replacing shall be cleared for replacement by the Road & Bridge Director, Greg Edington or his designated county representative at (573) 449-8515 ext. 226.
- 2.2.10. **Additions/Deletions of Service** - The County reserves the right to add/or delete products and/or services provided under this contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.
- 2.2.11. **Category A Tires – (Passenger Vehicle)** Shall meet the UTQG standards: minimum 440 tread wear rating, “A” Temperature, and “B” Traction. Vendors shall provide product sheets for all tires proposed.
- 2.2.12. **Category B Tires – (Pickup Truck/SUV/Van)** Shall meet the UTQG standards: minimum 440 tread wear rating, “A” Temperature, and “B” Traction. Vendors shall provide product sheets for all tires proposed.
- 2.2.13. **Category C Tires – (Pursuit Tires)** Shall meet the UTQGS standards: minimum 340 tread wear rating, “A” Temperature, and “AA” Traction. Tires shall have “V” speed rating at a minimum.
- 2.2.14. **Category D Tires – (Trailer Tires)** Shall be ST type tires unless otherwise indicated on the Bid response sheet.
- 2.3. **Discontinued Tires** – In the event a tire has been discontinued, the contractor will be required to substitute a tire of same size that is equal to or greater in quality and durability at no additional expense subject to the approval of the Road & Bridge Director, Greg Edington or a designated County representative.

- 2.3.1. **Tires purchased outside of contract** – in the event that a tire that is not included in this bid is requested by County personnel or recommended by Contractor, the contractor shall notify the Road & Bridge Director, Greg Edington and fax a quote for tire to (573) 875-1602. The Road & Bridge Director or appointee will obtain authorization to purchase from the appropriate County administrative authority and notify the contractor whether to proceed with the sale/installation.
- 2.4. **Contractor qualifications**
- 2.4.1. Contractor shall be a fully authorized and licensed distributor for the manufacturer's tires offered.
- 2.4.2. The Contractor shall provide related services as needed (e.g. mounting, rotation, flat repair, computer balancing, alignment, etc.) at the prices indicated on the Response Form.
- 2.4.3. Contractor shall own, operate and maintain a fleet of roadside service vehicles for delivery, service, flat repair and mounting of all sized tires.
- 2.4.4. The Contractor shall include with their bid submittal a listing of all sales/service Centers, addresses, phone numbers, and contact information for each site that will be providing tires and service to the County. Other information provided to include standard business hours.
- 2.5. **BOONE COUNTY INSURANCE REQUIREMENTS** – These requirements will pertain to the successful Contractor and are provided for informational purpose.
- 2.5.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.5.2. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.3. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.5.4. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- 2.5.5. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- 2.5.6. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.5.7. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.5.8. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.5.9. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- 2.5.10. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.5.11. **Certificate Holder address:**  
County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201
- 2.6. **Warranty** – Manufacturer's standard warranty will apply.
- 2.7. **Designee** –  
**Boone County Road & Bridge Department**, 5551 Tom Bass Rd., Columbia, MO 65201  
**Boone County Sheriff's Department and County Jail**, 2121 County Dr, Columbia, MO 65202
- 2.8. **Bid Content Contact** – Robert Wilson, Buyer, 613 E. Ash, Room 111, Columbia, MO 65201 Phone: (573) 886-4393, Fax: (573) 886-4390, email [rwilson@boonecountymmo.org](mailto:rwilson@boonecountymmo.org)
- 2.9. **Delivery Terms – FOB Destination:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.10. **Billing and Payment:** Invoices /Monthly Statement shall be submitted to each individual County office that orders from the contract. Monthly Statement must be submitted to the respective Department for payment which will be made 30 days after receipt of a correct and valid statement.

**3. Response Presentation and Review**

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2 **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, **clearly marked on the outside with your company name and return address, the bid number and the due date and time.**
- 3.2.2. The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.showmeboone.com](http://www.showmeboone.com). View information under *Purchasing Department*.
- 3.2.3. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check our web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **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. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone County. Boone 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.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

**4. *Response Form***

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name:

\_\_\_\_\_

4.2. Email Address:

\_\_\_\_\_

4.3. Address:

\_\_\_\_\_

4.4. City/Zip:

\_\_\_\_\_

4.5. Phone Number:

\_\_\_\_\_

4.6. Fax Number:

\_\_\_\_\_

4.7. Federal Tax ID:

\_\_\_\_\_

4.7.1.  Corporation

Partnership - Name \_\_\_\_\_

Individual/Proprietorship - Individual Name \_\_\_\_\_

Other (Specify) \_\_\_\_\_

4.8. The Response Form includes an opportunity to bid a total price per tire to completely purchase and install or price the tire separate from services. Bidders are encouraged to respond to both but are not required.

**Response Form**4.9. **PRICING**

<b>Category A – Passenger Vehicle Tires</b>						
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Load Rating</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
1	P205/65 R15			SL	\$	\$
2	P235/75 R15			SL	\$	\$
2.1.	P235/75 R15			<b><u>XL</u></b>	\$	\$
3	P205/65 R16			SL	\$	\$
4	P215/55 R16			SL	\$	\$
5	P215/60 R16			SL	\$	\$
6	P215/70 R16			SL	\$	\$
7	P225/60 R16			SL	\$	\$
8	P235/65 R16			SL	\$	\$
9	P225/65 R17			SL	\$	\$
9.1	P225/65 R17			<b><u>XL</u></b>	\$	\$
10	P235/55 R17			SL	\$	\$
11	P245/65 R17			SL	\$	\$
11.1	P245/65 R17			<b><u>XL</u></b>	\$	\$
12	P265/70 R17			SL		
13	P245/55 R18			SL	\$	\$
14	P245/60 R18			SL	\$	\$
15	P255/60 R18			SL	\$	\$
15.1	P255/60 R18			<b><u>XL</u></b>		

**Response Form, continued****4.9. PRICING**

		<b>Category B - Pickup Truck / SUV / Van Tires</b>				
	<b>Tire Size</b>	<b>Type/Brand</b>	<b>Stock Number</b>	<b>Load Rating</b>	<b>Pricing (w/all Services in 2.2.2.)</b>	<b>Tire (Only)</b>
16	235/75 R15			SL	\$	\$
16.1	235/75 R15			C	\$	\$
17	215/85 R16			E	\$	\$
18	225/70 R16			SL	\$	\$
19	225/75 R16			SL	\$	\$
19.1	225/75 R16			E	\$	\$
20	235/85 R16			SL	\$	\$
20.1	235/85 R16			E	\$	\$
21	245/70 R16			SL	\$	\$
21.1	245/70 R16			E	\$	\$
22	245/75 R16			SL	\$	\$
22.1	245/75 R16			E	\$	\$
23	255/70 R16			SL	\$	\$
24	265/70 R16			SL	\$	\$
25	265/75 R16			SL	\$	\$
25.1	265/75 R16			E	\$	\$
26	225/70 R17			SL	\$	\$
27	235/70 R17			XL	\$	\$
28	235/80 R17			E	\$	\$
29	245/70 R17			SL	\$	\$
29.1	245/70 R17			E	\$	\$
30	245/75 R17			E	\$	\$
31	255/65 R17			SL	\$	\$
32	255/70 R17			SL	\$	\$
33	265/70 R17			SL	\$	\$
33.1	265/70 R17			E	\$	\$

**Response Form, continued**4.9. **PRICING**

<b>Category C – Pursuit Tires</b>					
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
34	225/60 R16			\$	\$
35	235/55 R17			\$	\$
36	265/60 R17			\$	\$
37	225/60 R18			\$	\$
38	255/60 R18			\$	\$
39	245/55 R18			\$	\$

<b>Category D – Trailer Tires</b>						
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Load Rating</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
40	ST175/80 D13			C	\$	\$
41	ST205/75 R15			C	\$	\$
41.1	ST205/75 R15			D	\$	\$
42	ST235/80 R16			E	\$	\$
42.1	ST235/80 R16			F	\$	\$
43	ST235/85 R16			E	\$	\$
43.1	ST235/85 R16			F	\$	\$
44	285/75 R16			E	\$	\$

**Response Form, continued****4.10. PRICING**

<b>Category E – Tire Related Services</b>		
1	Tire Repair – In Shop (each)	\$
2	Tire Rotation	\$
3	Alignment – Front End (each)	\$
4	Alignment - Front and Rear (each)	\$
5	Computer Balancing of Tire (each)	\$
6	Mount Tires	\$
7	Service Call in County per hour	\$
8	Service Call in County per mile	\$
9	Flat Shop Rate per hour	\$
10	Mounting and Dismounting Tires (per cross section inch)	\$
11	Tire Disposal Fee per tire	\$
12	Tire Fee per Senate Bill 225	\$
13	Valve Stem	\$
14	TPMS Sensor Replacement (Ford/Chevrolet/Dodge)	Part % mark-up% _____ Labor \$ _____
15	List any other Fees or Charges not covered by aforementioned services in Category 4	\$

- 4.11. Minimum discount off retail for all product lines introduced after inception of the contract, and all existing lines not specified herein: \_\_\_\_\_%
- 4.12. Please list below or attach information on any additional services and warranties offered by your company. \_\_\_\_\_
- 4.13. Will Bidder accept current tires for warranty work (i.e. Patching and replacement, etc) that is standard with warranty with new tires? If so, please attach policy and pricing.
- 4.14. Please attach additional information regarding what is included in Road Hazard Coverage:

4.15. Maximum Percentage Increase for Renewal Periods: \_\_\_\_\_ % 1<sup>st</sup> Renewal Year  
\_\_\_\_\_ % 2<sup>nd</sup> Renewal Year  
\_\_\_\_\_ % 3<sup>rd</sup> Renewal Year

4.16. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.**

Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Name and Title of Authorized Representative

4.17. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? \_\_\_\_\_ Yes \_\_\_\_\_ No



### CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**(Please complete and return with Contract)**

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone 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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



**Boone County Purchasing**  
613 E. Ash, Room 111  
Columbia, MO 65201

***“No Bid” Response Form***

Robert Wilson, Buyer  
Phone: (573) 886-4393– Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390 OR email to Robert Wilson at [Rwilson@BooneCountyMo.org](mailto:Rwilson@BooneCountyMo.org) email address.

**Bid: 32-01OCT20 – Tires- Passenger Vehicles, Light Duty Trucks, and Trailers**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not Submitting a Bid:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PURCHASE AGREEMENT  
FOR  
TIRES – PASSENGER VEHICLES, PATROL VEHICLES, LIGHT DUTY TRUCKS, AND  
TRAILERS TERM AND SUPPLY**

THIS AGREEMENT dated the 22nd day of October 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **McKnight Tire Company, Inc.**, herein “Contractor.”

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Tires – Passenger Vehicles, Patrol Vehicles, Light Duty Trucks, and Trailers - Term and Supply**, bid number **32-01OCT20**, any applicable addenda, and the Contractor’s bid response dated **October 1, 2020** and executed by **Matt Riddell** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor’s bid response.

**2. Contract Duration** - The contract period shall be **October 1, 2020 through September 30, 2021**. subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor’s bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor’s bid response.

**4. Delivery** - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

**5. Billing and Payment** - All billing shall be invoiced to the **Boone County Road & Bridge Department** and billings may only include the prices listed in the Contractor’s bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor’s bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if 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; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. 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.

**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 executed with the same formality as this agreement.

**8. 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. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**MCKNIGHT TIRE COMPANY, INC**

**BOONE COUNTY, MISSOURI**

DocuSigned by:  
 By Matt Kiddell  
 C148A485F3944E2...  
 Title Retail Sales

By: Boone County Commission  
 DocuSigned by:  
Daniel K. Atwill  
 Presiding Commissioner

**APPROVED AS TO FORM:**

**ATTEST:**

DocuSigned by:  
[Signature]  
 7071DEAFB0D74DD  
 County Counselor

DocuSigned by:  
Brianna L. Lennon by TF  
 81C1A14E976C81B  
 County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by: <u>Jane E. Pritchard by [Signature]</u> 84244D...	10/15/2020	2040,1251/59105 Term/Supply
Signature	Date	Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone 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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

*Updated 8/19/20*

County of BoonePurchasing Department**4. Response Form**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name:

McKnight Tire Company, Inc.

4.2. Email Address:

mat@mcKnighttire.com

4.3. Address:

1909 N. Providence Rd

4.4. City/Zip:

Columbia, Mo. 65202

4.5. Phone Number:

573-442-6178

4.6. Fax Number:

573-875-2887

4.7. Federal Tax ID:

44-06599764.7.1.  Corporation Partnership - Name \_\_\_\_\_ Individual/Proprietorship - Individual Name \_\_\_\_\_ Other (Specify) S-Corp

4.8. The Response Form includes an opportunity to bid a total price per tire to completely purchase and install or price the tire separate from services. Bidders are encouraged to respond to both but are not required.

## Response Form

## 4.9. PRICING

Category A – Passenger Vehicle Tires						
	Size	Type & Brand	Stock No	Load Rating	Price (Including all services in 2.2.2.)	Tire (Only)
1	P205/65 R15	FS ALL SEASON 94T	004012	SL	\$ 69 <sup>78</sup> / <sub>—</sub>	\$ 47 <sup>28</sup> / <sub>—</sub>
2	P235/75 R15	AT2 FS DEST LE3 1097T	014043 005346	SL	\$ 123 <sup>40</sup> / <sub>—</sub>	\$ 100 <sup>90</sup> / <sub>—</sub>
2.1	P235/75 R15	DEST LE3	005346	XL	\$ 121 <sup>90</sup> / <sub>—</sub>	\$ 99 <sup>40</sup> / <sub>—</sub>
3	P205/65 R16	FS ALL SEASON 95T	004030	SL	\$ 76 <sup>46</sup> / <sub>—</sub>	\$ 53 <sup>96</sup> / <sub>—</sub>
4	P215/55 R16	FS ALL SEASON	004042	SL	\$ 85 <sup>59</sup> / <sub>—</sub>	\$ 63 <sup>09</sup> / <sub>—</sub>
5	P215/60 R16	FS CHAMPION FUEL SAVER	015369	SL	\$ 82 <sup>50</sup> / <sub>—</sub>	\$ 60 <sup>00</sup> / <sub>—</sub>
6	P215/70 R16	FS ALL SEASON 100S	003036	SL	\$ 78 <sup>66</sup> / <sub>—</sub>	\$ 56 <sup>16</sup> / <sub>—</sub>
7	P225/60 R16	FS ALL SEASON 98T	004002	SL	\$ 78 <sup>74</sup> / <sub>—</sub>	\$ 56 <sup>24</sup> / <sub>—</sub>
8	P235/65 R16	FS ALL SEASON 103T	004028	SL	\$ 81 <sup>00</sup> / <sub>—</sub>	\$ 58 <sup>50</sup> / <sub>—</sub>
9	P225/65 R17	FS CHAMPION FUEL SAVER	004044	SL	\$ 86 <sup>53</sup> / <sub>—</sub>	\$ 64 <sup>33</sup> / <sub>—</sub>
9.1	P225/65 R17			XL	\$	\$
10	P235/55 R17	FS ALL SEASON 11PT	006256	SL	\$ 98 <sup>26</sup> / <sub>—</sub>	\$ 75 <sup>76</sup> / <sub>—</sub>
11	P245/65 R17	FS DEST LE3 107T	005370	SL	\$ 120 <sup>17</sup> / <sub>—</sub>	\$ 97 <sup>67</sup> / <sub>—</sub>
11.1	P245/65 R17			XL	\$	\$
12	P265/70 R17	FS DEST LE3 11PT	005374	SL	145 <sup>16</sup> / <sub>—</sub>	122 <sup>66</sup> / <sub>—</sub>
13	P245/55 R18	FS ALL SEASON 103T	003057	SL	\$ 99 <sup>30</sup> / <sub>—</sub>	\$ 76 <sup>50</sup> / <sub>—</sub>
14	P245/60 R18	FS DEST LE3 130H	005384	SL	\$ 126 <sup>05</sup> / <sub>—</sub>	\$ 103 <sup>55</sup> / <sub>—</sub>
15	P255/60 R18			SL	\$	\$
15.1	P255/60 R18			XL		

Response Form, continued4.9. PRICING

		Category B - Pickup Truck / SUV / Van Tires				
	Tire Size	Type/Brand	Stock Number	Load Rating	Pricing (w/all Services in 2.2.2.)	Tire (Only)
16	235/75 R15	FS DEST LE3 109T	005346	SL	\$ 121 <sup>90</sup>	\$ 99 <sup>40</sup>
16.1	235/75 R15			C	\$	\$
17	215/85 R16	FS TRANSPORT AT2	000178	E	\$ 127 <sup>26</sup>	\$ 104 <sup>76</sup>
18	225/70 R16	FS ALL SEASON 103T	003042	SL	\$ 89 <sup>72</sup>	\$ 67 <sup>23</sup>
19	225/75 R16	FS DEST LE3	<del>005334</del> 005334	SL	\$ 122 <sup>10</sup>	\$ 99 <sup>60</sup>
19.1	225/75 R16	FS TRANSPORT AT2	000180	E	\$ 128 <sup>94</sup>	\$ 106 <sup>44</sup>
20	235/85 R16			SL	\$	\$
20.1	235/85 R16	FS TRANSPORT HT2	002759	E	\$ 126 <sup>36</sup>	\$ 103 <sup>86</sup>
21	245/70 R16	FS DEST AT2	014247	SL	\$ 149 <sup>38</sup>	\$ 126 <sup>88</sup>
21.1	245/70 R16			E	\$	\$
22	245/75 R16	FS DEST LE3 111T	005340	SL	\$ 134 <sup>77</sup>	\$ 112 <sup>27</sup>
22.1	245/75 R16	FS TRANSPORT AT2	000181	E	\$ 130 <sup>32</sup>	\$ 107 <sup>82</sup>
23	255/70 R16	FS DEST AT2	014264	SL	\$ 155 <sup>53</sup>	\$ 133 <sup>03</sup>
24	265/70 R16	FS DEST LE3 112T	005354	SL	\$ 141 <sup>06</sup>	\$ 118 <sup>56</sup>
25	265/75 R16	FS DEST AT2	014162	SL	\$ 146 <sup>12</sup>	\$ 123 <sup>62</sup>
25.1	265/75 R16	FS TRANSPORT AT2	000182	E	\$ 135 <sup>79</sup>	\$ 113 <sup>29</sup>
26	225/70 R17			SL	\$	\$
27	235/70 R17	FS DEST AT2 108S	014366	XL	\$ 151 <sup>06</sup>	\$ 128 <sup>56</sup>
28	235/80 R17	FS TRANSPORT AT2	000185	E	\$ 141 <sup>56</sup>	\$ 119 <sup>06</sup>
29	245/70 R17	FS DEST LE3 110T	005369	SL	\$ 126 <sup>26</sup>	\$ 103 <sup>76</sup>
29.1	245/70 R17	FS TRANSPORT AT2	000186	E	\$ 144 <sup>66</sup>	\$ 122 <sup>16</sup>
30	245/75 R17	FS TRANSPORT AT2	000184	E	\$ 152 <sup>27</sup>	\$ 129 <sup>77</sup>
31	255/65 R17	FS DEST LE3	005372	SL	\$ 137 <sup>33</sup>	\$ 114 <sup>83</sup>
32	255/70 R17	FS DEST AT2 110S	014417	SL	\$ 165 <sup>32</sup>	\$ 142 <sup>82</sup>
33	265/70 R17	FS DEST LE3 118T	005374	SL	\$ 145 <sup>16</sup>	\$ 122 <sup>66</sup>
33.1	265/70 R17	FS TRANSPORT AT2	000187	E	\$ 154 <sup>16</sup>	\$ 131 <sup>66</sup>

Response Form, continued4.9. PRICING

Category C – Pursuit Tires					
	Size	Type & Brand	Stock No	Price (Including all services in 2.2.2.)	Tire (Only)
34	225/60 R16	GDY EAGLE RS-A	732354500	\$ 124 <sup>50</sup> / <sub>100</sub>	\$ 102 <sup>00</sup> / <sub>100</sub>
35	235/55 R17	<sup>98W</sup> GDY EAGLE RS-A	732002500	\$ 138 <sup>50</sup> / <sub>100</sub>	\$ 116 <sup>00</sup> / <sub>100</sub>
36	265/60 R17	<sup>108V</sup> GDY EAGLE RS-A	732523500	\$ 151 <sup>50</sup> / <sub>100</sub>	\$ 129 <sup>00</sup> / <sub>100</sub>
37	225/60 R18	GDY EAGLE RS-A	732312500	\$ 145 <sup>50</sup> / <sub>100</sub>	\$ 123 <sup>00</sup> / <sub>100</sub>
38	255/60 R18	<sup>108V</sup> GDY EAGLE ENFORCED	732001563	\$ 161 <sup>50</sup> / <sub>100</sub>	\$ 139 <sup>00</sup> / <sub>100</sub>
39	245/55 R18	<sup>103V</sup> GDY EAGLE RS-A	732026500	\$ 157 <sup>50</sup> / <sub>100</sub>	\$ 135 <sup>00</sup> / <sub>100</sub>

Category D – Trailer Tires						
	Size	Type & Brand	Stock No	Load Rating	Price (Including all services in 2.2.2.)	Tire (Only)
40	ST175/80 D13	<del>MASTERTRACK</del> MASTERTRACK UN203	HF-ST38	C	\$ 82 <sup>50</sup> / <sub>100</sub>	\$ 60
41	ST205/75 R15	Carlisle Rad Trail HD	6H04591	C	\$ 107 <sup>50</sup> / <sub>100</sub>	\$ 85
41.1	ST205/75 R15	MASTERTRACK UN203	HF-ST42	D	\$ 113 <sup>50</sup> / <sub>100</sub>	\$ 91
42	ST235/80 R16	MASTERTRACK UN203	HF-ST45	E	\$ 143 <sup>50</sup> / <sub>100</sub>	\$ 121
42.1	ST235/80 R16	MASTERTRACK UN203	HF-ST54	F	\$ 147 <sup>50</sup> / <sub>100</sub>	\$ 125
43	ST235/85 R16	MASTERTRACK UN203	HF-ST46	E	\$ 143 <sup>50</sup> / <sub>100</sub>	\$ 121
43.1	ST235/85 R16	Carlisle Rad Trail HD	6H04651	F	\$ 167 <sup>50</sup> / <sub>100</sub>	\$ 145
44	285/75 R16	ES DEST X/T	009608	E	\$ 196 <sup>75</sup> / <sub>100</sub>	\$ 174.25

**Response Form, continued****4.10. PRICING**

<b>Category E – Tire Related Services</b>		
1	Tire Repair – In Shop (each)	\$ 18.95
2	Tire Rotation	\$ 15.00
3	Alignment – Front End (each)	\$ 54.95
4	Alignment - Front and Rear (each)	\$ 22.95
5	Computer Balancing of Tire (each)	\$ 10.00
6	Mount Tires	\$ 5.00
7	Service Call in County per hour	\$ 85.00
8	Service Call in County per mile	\$ 2.00
9	Flat Shop Rate per hour	\$ 65
10	Mounting and Dismounting Tires (per cross section inch)	\$ 4.50
11	Tire Disposal Fee per tire	\$ 3.50
12	Tire Fee per Senate Bill 225	\$ .50
13	Valve Stem	\$ 2.00
14	TPMS Sensor Replacement (Ford/Chevrolet/Dodge)	Part % mark-up% <u>10</u> Labor \$ <u>15</u>
15	List any other Fees or Charges not covered by aforementioned services in Category 4	TPMS service kit \$ 5.99 ea

- 4.11. Minimum discount off retail for all product lines introduced after inception of the contract, and all existing lines not specified herein: 10 %
- 4.12. Please list below or attach information on any additional services and warranties offered by your company. \_\_\_\_\_
- 4.13. Will Bidder accept current tires for warranty work (i.e. Patching and replacement, etc) that is standard with warranty with new tires? If so, please attach policy and pricing.
- 4.14. Please attach additional information regarding what is included in Road Hazard Coverage:

4.15. Maximum Percentage Increase for Renewal Periods:  
\_\_\_\_\_ % 1<sup>st</sup> Renewal Year  
\_\_\_\_\_ % 2<sup>nd</sup> Renewal Year  
\_\_\_\_\_ % 3<sup>rd</sup> Renewal Year

4.16. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.**

Authorized Representative (Sign By Hand): *Matt Riddell*  
Matt Riddell Sales Date: 10/01/2020  
Print Name and Title of Authorized Representative

4.17. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? X Yes \_\_\_\_\_ No





Company ID Number: 961016

**Approved by:**

<b>Employer</b> Jefferson City Tire Co, Inc.	
<b>Name (Please Type or Print)</b> Laura McCollum	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/06/2016
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 04/06/2016



**Company ID Number:** 961016

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name	Laura McCollum
Phone Number	(573) 442 - 6178
Fax Number	(573) 875 - 2887
Email Address	Laura@mcknighttire.com



*Request for Bid (RFB)*

**Boone County Purchasing**  
613 E. Ash, Room 111  
Columbia, MO 65201

**Robert Wilson, Buyer**  
Phone: (573) 886-4392 – Fax: (573) 886-4390  
Email: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

**Bid Data**

Bid Number: **32-01OCT20**  
Commodity Title: **Tires – Passenger Vehicles, Patrol Vehicles, Light Duty Trucks, and Trailers**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

**Bid Submission Address and Deadline**

Day / Date: **Thursday, October 01, 2020**  
Time: **10:00 A.M. (Bids received after this time will be returned unopened)**  
Location / Mail Address: Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 111  
Columbia, MO 65201

Directions: The Boone County Annex is located on the Southeast corner at 7<sup>th</sup> St. and Ash St. Enter the building from the South Side. Wheelchair accessible entrance is available.

**Bid Opening**

Day / Date: **Thursday, October 01, 2020**  
Time: **10:30 A.M.**  
Location / Address: Boone County Annex Building Conference Room  
613 E. Ash St.  
Columbia, MO 65201

Email Submission: The County is allowing submission of bids via e-mail during the COVID-19 response. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Robert Wilson, Buyer  
[rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

***Bid Contents***

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- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
  - Work Authorization Certification
  - Certification of Individual Bidder
  - Individual Bidder Affidavit
  - Debarment Form
  - Standard Terms and Conditions
  - No Bid Response Form

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the goods and/or services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.5.2. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **October 1, 2020 through September 31, 2021**, and may be automatically renewed for an **additional three (3) years** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.5.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of termination if it is deemed to be in the best interest of Boone County.
- 1.5.4. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

County of BoonePurchasing Department

2. **Primary Specifications**
- 2.1. **ITEMS TO BE PROVIDED** – For the provision of a Term and Supply Contract for tires and tire related services for passenger vehicles, patrol vehicles, light duty trucks and trailers.
- 2.1.1. **Scope of Work** – Contractor shall provide all services, supervision, labor, equipment, products and materials necessary to provide County with **tires and tire related services for cars, light duty trucks and trailers.**
- 2.1.2. **Quantity** - All orders will be made on an “as needed basis.”
- 2.2. **MINIMUM REQUIREMENTS** - ALL TIRES SHALL BE GRADE NUMBER ONE (1) OR BETTER AT CONTRACTED PRICE. NO BLEMISHED OR SECONDS WILL BE ACCEPTED.
- 2.2.1. Contractor shall stock, provide and/or deliver tires as outlined by the County.
- 2.2.2. Contractor shall bid a flat rate for service including, but not limited to, mounting, flat repair, rotation, computer balancing, tire transfer to another County vehicle, disposal, and replacement of warranty tires.
- 2.2.3. **DOT tire dates:** No tire(s) will be accepted with a DOT date stamp that is older than Three (3) years old.
- 2.2.4. Contractor shall provide 24-hour roadside service on an “as needed basis”. Contractor shall provide with bid submission name and telephone number of the point of contact for 24-hour roadside service.
- 2.2.5. No portions of the work will be assigned to a subcontractor without the prior knowledge and written consent of the County.
- 2.2.6. Contractor is responsible for repair and/or replacement of any damage done in the process of alignment of the vehicle and/or removing and replacing a tire to the wheel or vehicle; includes studs, nuts, etc. Contractor will be required to correct any problem(s) associated with an alignment, as long as they are notified within five days from the date the alignment was completed.
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- 2.2.11. **Category A Tires – (Passenger Vehicle)** Shall meet the UTQG standards: minimum 440 tread wear rating, “A” Temperature, and “B” Traction. Vendors shall provide product sheets for all tires proposed.
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- 2.4.3. Contractor shall own, operate and maintain a fleet of roadside service vehicles for delivery, service, flat repair and mounting of all sized tires.
- 2.4.4. The Contractor shall include with their bid submittal a listing of all sales/service Centers, addresses, phone numbers, and contact information for each site that will be providing tires and service to the County. Other information provided to include standard business hours.
- 2.5. **BOONE COUNTY INSURANCE REQUIREMENTS** – These requirements will pertain to the successful Contractor and are provided for informational purpose.
- 2.5.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.5.2. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.3. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.5.4. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- 2.5.5. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- 2.5.6. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.5.7. **Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.5.8. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.5.9. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- 2.5.10. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.5.11. **Certificate Holder address:**  
County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201
- 2.6. **Warranty –** Manufacturer's standard warranty will apply.
- 2.7. **Designee –**  
**Boone County Road & Bridge Department, 5551 Tom Bass Rd., Columbia, MO 65201**  
**Boone County Sheriff's Department and County Jail, 2121 County Dr, Columbia, MO 65202**
- 2.8. **Bid Content Contact –** Robert Wilson, Buyer, 613 E. Ash, Room 111, Columbia, MO 65201 Phone: (573) 886-4393, Fax: (573) 886-4390, email [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)
- 2.9. **Delivery Terms – FOB Destination:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.10. **Billing and Payment:** Invoices /Monthly Statement shall be submitted to each individual County office that orders from the contract. Monthly Statement must be submitted to the respective Department for payment which will be made 30 days after receipt of a correct and valid statement.

**3. Response Presentation and Review**

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2 **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, **clearly marked on the outside with your company name and return address, the bid number and the due date and time.**
- 3.2.2. The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.showmeboone.com](http://www.showmeboone.com). View information under *Purchasing Department*.
- 3.2.3. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check our web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **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. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award:** Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone County. Boone 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.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.



**Request for Bid (RFB)**

**Boone County Purchasing**  
613 E. Ash, Room 111  
Columbia, MO 65201

**Robert Wilson, Buyer**

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

**Bid Data**

Bid Number: **32-01OCT20**

Commodity Title: **Tires – Passenger Vehicles, Patrol Vehicles, Light Duty Trucks, and Trailers**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

**Bid Submission Address and Deadline**

Day / Date: **Thursday, October 01, 2020**

Time: **10:00 A.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash, Room 111  
Columbia, MO 65201

Directions: The Boone County Annex is located on the Southeast corner at 7<sup>th</sup> St. and Ash St. Enter the building from the South Side. Wheelchair accessible entrance is available.

**Bid Opening**

Day / Date: **Thursday, October 01, 2020**

Time: **10:30 A.M.**

Location / Address: Boone County Annex Building Conference Room  
613 E. Ash St.  
Columbia, MO 65201

Email Submission: The County is allowing submission of bids via e-mail during the COVID-19 response. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Robert Wilson, Buyer  
[rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

***Bid Contents***

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- 1.0: Introduction and General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
  - Work Authorization Certification
  - Certification of Individual Bidder
  - Individual Bidder Affidavit
  - Debarment Form
  - Standard Terms and Conditions
  - No Bid Response Form

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders' failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the goods and/or services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.5.2. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **October 1, 2020 through September 31, 2021**, and may be automatically renewed for an **additional three (3) years** unless canceled by the Purchasing Director in writing prior to a renewal term.
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- 2.5.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.5.2. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.3. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.5.4. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.**
- 2.5.5. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

- 2.5.6. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.5.7. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.5.8. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.5.9. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- 2.5.10. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.
- 2.5.11. **Certificate Holder address:**  
County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201
- 2.6. **Warranty** – Manufacturer's standard warranty will apply.
- 2.7. **Designee** –  
**Boone County Road & Bridge Department**, 5551 Tom Bass Rd., Columbia, MO 65201  
**Boone County Sheriff's Department and County Jail**, 2121 County Dr, Columbia, MO 65202
- 2.8. **Bid Content Contact** – Robert Wilson, Buyer, 613 E. Ash, Room 111, Columbia, MO 65201 Phone: (573) 886-4393, Fax: (573) 886-4390, email [rwilson@boonecountymmo.org](mailto:rwilson@boonecountymmo.org)
- 2.9. **Delivery Terms – FOB Destination:** All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.10. **Billing and Payment:** Invoices /Monthly Statement shall be submitted to each individual County office that orders from the contract. Monthly Statement must be submitted to the respective Department for payment which will be made 30 days after receipt of a correct and valid statement.

**3. Response Presentation and Review**

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.2 **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, **clearly marked on the outside with your company name and return address, the bid number and the due date and time.**
- 3.2.2. The County's Bids, Bid Tabulations, and Bid Awards may be viewed on our web page at [www.showmeboone.com](http://www.showmeboone.com). View information under *Purchasing Department*.
- 3.2.3. If you have obtained this bid document from our Web Page or from a source other than the Boone County Purchasing Department, please check our web page prior to submitting your bid to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our vendor list for this bid.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **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. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until award or 60 days, whichever comes first.
- 3.5.4. **Award**: Award will be made to the lowest, responsible bidder meeting specifications, who presents the product or service that is in the best interest of Boone County. Boone 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.
- 3.5.5. Boone County reserves the right to reject all bids. Boone County reserves the right to waive informalities in bids.

**4. Response Form**

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: \_\_\_\_\_

4.2. Email Address: \_\_\_\_\_

4.3. Address: \_\_\_\_\_

4.4. City/Zip: \_\_\_\_\_

4.5. Phone Number: \_\_\_\_\_

4.6. Fax Number: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

- 4.7.1.  Corporation
- Partnership - Name \_\_\_\_\_
- Individual/Proprietorship - Individual Name \_\_\_\_\_
- Other (Specify) \_\_\_\_\_

4.8. The Response Form includes an opportunity to bid a total price per tire to completely purchase and install or price the tire separate from services. Bidders are encouraged to respond to both but are not required.

**Response Form**4.9. **PRICING**

<b>Category A – Passenger Vehicle Tires</b>						
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Load Rating</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
1	P205/65 R15			SL	\$	\$
2	P235/75 R15			SL	\$	\$
2.1.	P235/75 R15			<b><u>XL</u></b>	\$	\$
3	P205/65 R16			SL	\$	\$
4	P215/55 R16			SL	\$	\$
5	P215/60 R16			SL	\$	\$
6	P215/70 R16			SL	\$	\$
7	P225/60 R16			SL	\$	\$
8	P235/65 R16			SL	\$	\$
9	P225/65 R17			SL	\$	\$
9.1	P225/65 R17			<b><u>XL</u></b>	\$	\$
10	P235/55 R17			SL	\$	\$
11	P245/65 R17			SL	\$	\$
11.1	P245/65 R17			<b><u>XL</u></b>	\$	\$
12	P265/70 R17			SL		
13	P245/55 R18			SL	\$	\$
14	P245/60 R18			SL	\$	\$
15	P255/60 R18			SL	\$	\$
15.1	P255/60 R18			<b><u>XL</u></b>		

**Response Form, continued****4.9. PRICING**

		<b>Category B - Pickup Truck / SUV / Van Tires</b>				
	<b>Tire Size</b>	<b>Type/Brand</b>	<b>Stock Number</b>	<b>Load Rating</b>	<b>Pricing (w/all Services in 2.2.2.)</b>	<b>Tire (Only)</b>
16	235/75 R15			SL	\$	\$
16.1	235/75 R15			C	\$	\$
17	215/85 R16			E	\$	\$
18	225/70 R16			SL	\$	\$
19	225/75 R16			SL	\$	\$
19.1	225/75 R16			E	\$	\$
20	235/85 R16			SL	\$	\$
20.1	235/85 R16			E	\$	\$
21	245/70 R16			SL	\$	\$
21.1	245/70 R16			E	\$	\$
22	245/75 R16			SL	\$	\$
22.1	245/75 R16			E	\$	\$
23	255/70 R16			SL	\$	\$
24	265/70 R16			SL	\$	\$
25	265/75 R16			SL	\$	\$
25.1	265/75 R16			E	\$	\$
26	225/70 R17			SL	\$	\$
27	235/70 R17			XL	\$	\$
28	235/80 R17			E	\$	\$
29	245/70 R17			SL	\$	\$
29.1	245/70 R17			E	\$	\$
30	245/75 R17			E	\$	\$
31	255/65 R17			SL	\$	\$
32	255/70 R17			SL	\$	\$
33	265/70 R17			SL	\$	\$
33.1	265/70 R17			E	\$	\$

**Response Form, continued**4.9. **PRICING**

<b>Category C – Pursuit Tires</b>					
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
34	225/60 R16			\$	\$
35	235/55 R17			\$	\$
36	265/60 R17			\$	\$
37	225/60 R18			\$	\$
38	255/60 R18			\$	\$
39	245/55 R18			\$	\$

<b>Category D – Trailer Tires</b>						
	<b>Size</b>	<b>Type &amp; Brand</b>	<b>Stock No</b>	<b>Load Rating</b>	<b>Price (Including all services in 2.2.2.)</b>	<b>Tire (Only)</b>
40	ST175/80 D13			C	\$	\$
41	ST205/75 R15			C	\$	\$
41.1	ST205/75 R15			D	\$	\$
42	ST235/80 R16			E	\$	\$
42.1	ST235/80 R16			F	\$	\$
43	ST235/85 R16			E	\$	\$
43.1	ST235/85 R16			F	\$	\$
44	285/75 R16			E	\$	\$

**Response Form, continued****4.10. PRICING**

<b>Category E – Tire Related Services</b>		
1	Tire Repair – In Shop (each)	\$
2	Tire Rotation	\$
3	Alignment – Front End (each)	\$
4	Alignment - Front and Rear (each)	\$
5	Computer Balancing of Tire (each)	\$
6	Mount Tires	\$
7	Service Call in County per hour	\$
8	Service Call in County per mile	\$
9	Flat Shop Rate per hour	\$
10	Mounting and Dismounting Tires (per cross section inch)	\$
11	Tire Disposal Fee per tire	\$
12	Tire Fee per Senate Bill 225	\$
13	Valve Stem	\$
14	TPMS Sensor Replacement (Ford/Chevrolet/Dodge)	Part % mark-up% _____ Labor \$ _____
15	List any other Fees or Charges not covered by aforementioned services in Category 4	\$

- 4.11. Minimum discount off retail for all product lines introduced after inception of the contract, and all existing lines not specified herein: \_\_\_\_\_%
- 4.12. Please list below or attach information on any additional services and warranties offered by your company. \_\_\_\_\_
- 4.13. Will Bidder accept current tires for warranty work (i.e. Patching and replacement, etc) that is standard with warranty with new tires? If so, please attach policy and pricing.
- 4.14. Please attach additional information regarding what is included in Road Hazard Coverage:

4.15. Maximum Percentage Increase for Renewal Periods: \_\_\_\_\_ % 1<sup>st</sup> Renewal Year  
\_\_\_\_\_ % 2<sup>nd</sup> Renewal Year  
\_\_\_\_\_ % 3<sup>rd</sup> Renewal Year

4.16. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.**

Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
Print Name and Title of Authorized Representative

4.17. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? \_\_\_\_\_ Yes \_\_\_\_\_ No



### CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**(Please complete and return with Contract)**

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

---

Date

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone 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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



**Boone County Purchasing**  
613 E. Ash, Room 111  
Columbia, MO 65201

***“No Bid” Response Form***

Robert Wilson, Buyer  
Phone: (573) 886-4393– Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390 OR email to Robert Wilson at [Rwilson@BooneCountyMo.org](mailto:Rwilson@BooneCountyMo.org) email address.

**Bid: 32-01OCT20 – Tires- Passenger Vehicles, Light Duty Trucks, and Trailers**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for not Submitting a Bid:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 2020

County of Boone

} ca.

In the County Commission of said county, on the

22nd

day of

October

2020

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby award bid 36-05OCT20 – Laundry and Dry-Cleaning Services – Term and Supply for the Boone County Sheriff's Department, Boone County Emergency Management, and Boone County Joint Communications to Robinson's Cleaners, LLC.

Terms of the award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 22nd day of October 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Liz Palazzolo**  
Senior Buyer



613 E. Ash, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Liz Palazzolo, CPPO, C.P.M.  
DATE: October 15, 2020  
RE: 36-05OCT20 – Laundry and Dry-Cleaning Services – Term and Supply for the Boone County Sheriff's Department, Boone County Emergency Management, and Boone County Joint Communications

Request for Bid RFB 36-05OCT20 solicited bids for Laundry and Dry-Cleaning Services for the Boone County Sheriff's Department, Boone County Emergency Management, and Boone County Joint Communications. Two bids were received and reviewed. The cost evaluation was shared with Leasa Quick, Budget Administrator for the Sheriff's Department; Patricia Schreiner, Budget Administrator for the Joint Communications Department, and Della Luster, Administrative Coordinator for the Emergency Management Department.

The bid from Robinson's Cleaners, LLC is the lowest priced bid and it meets all mandatory requirements of the RFB. The award is acceptable to the named County departments.

The initial contract period will run from the November 01, 2020 through October 31, 2021 and includes four (4) one-year renewal options.

Payment will be paid from the following Department/Account codes:

1251 - Sheriff/23305 - Uniform Maintenance: \$4,300.00;  
2901 – Sheriff Operations – LE Sales Tax/23305 – Uniform Maintenance: \$1,384.00;  
1255 - Corrections/23305 – Uniform Maintenance: \$1,300.00;  
2701 – Joint Communication Operations/23305 – Uniform Maintenance: \$700.00;  
2702 – Emergency Management Operations/23300 – Uniforms: \$2,500.00.

/lp

Attachment – Cost Evaluation

cc: File

Cost Evaluation: RFB 96-050CT20 - Laundry and Dry-Cleaning Services

	QTY	Bidder 1: Robinson's Cleaners			
		PRICE PER EACH PIECE- Unit Price Per Each To Dry Clean	PRICE PER EACH PIECE- Unit Price Per Each To Launder	Extended Price Dry Cleaning	Extended Price To Launder
Line Item 4.10.1 Dress Pants Class A - Dry Clean only, starch, and press per officer preference	480	\$ 3.60		\$ 1,728.00	
Line Item 4.10.2 Uniform Shirts (long sleeves) - Dry clean or launder, starch and press per officer specification.	720	\$ 3.60	\$ 3.60	\$ 2,592.00	\$ 2,592.00
Line Item 4.10.3 Uniform Shirts (short sleeves) - Dry clean or launder, starch and press per officer specification.	720	\$ 3.60	\$ 3.60	\$ 2,592.00	\$ 2,592.00
Line Item 4.10.4 JBU Pants - Need to be launder, starch and press per officer preference.	480		\$ 3.60		\$ 1,728.00
Line Item 4.10.5 Hats (campaign straw & felt hats, steaming and shaping etc.)	20	\$ 0.01		\$ 0.20	
Line Item 4.10.6 Rubber Proof Vests - Carrier	10		\$ 1.00		\$ 10.00
Line Item 4.10.7 Bunk Uniforms (DDU, Shirts, & T-shirts) - Must be picked up by contractor and delivered by contractor to receiving department etc.  Picking must include travel costs/time. No additional invoicing shall be paid.	25		\$ 2.00		\$ 50.00
Line Item 4.10.8 Coveralls - Launder	10		\$ 3.60		\$ 36.00
Line Item 4.10.9 Winter Coat, with stand-alone soft-shell liner (jacket)	40	\$ 3.60	\$ 3.60	\$ 144.00	\$ 144.00
4.10.10 Winter Coat, without stand-alone soft-shell liner (jacket)	40	\$ 3.60	\$ 3.60	\$ 144.00	\$ 144.00
4.10.11 Soft shell jacket (Liner)	40	\$ 0.01	\$ 0.01	\$ 0.40	\$ 0.40
4.10.12 Uniform Polo performance shirt (short and long sleeves) - pre-treat and dry-clean ONLY - DO NOT PRESS	200	\$ 3.50		\$ 700.00	
4.10.13 Cotton /Polyester Pull-over (sweat) shirt	11		\$ 2.00		\$ 22.00
4.10.14 Work Shirt Cotton/Polyester Rip-Stop (Short and Long Sleeve)	10	\$ 3.60		\$ 36.00	
4.10.15 Stocking Cap Polyester	20	\$ 0.01		\$ 0.20	
4.10.16 Miscellaneous Item, Air Craft Costume	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
4.10.17 Miscellaneous Item, Tablecloth (any size)	10	\$ 7.00	\$ 7.00	\$ 70.00	\$ 70.00
4.10.18 Any other Miscellaneous Item	1	\$ 3.60	\$ 3.60	\$ 3.60	\$ 3.60
4.10.19 24-Hour Turn-Around Up-Charge -- (10% will increase 22% of total amount of order Applied to \$25.00 Total Order	1	15%	15%	\$ 28.75	\$ 28.75
<b>Total Original Contract Period</b>				<b>\$ 15,879.90</b>	

Bidder 2: Tiger Cleaners			
PRICE PER EACH PIECE- Unit Price Per Each To Dry Clean	PRICE PER EACH PIECE- Unit Price Per Each To Launder	Extended Price Dry Cleaning	Extended Price To Launder
\$ 3.75		\$ 1,800.00	\$
\$ 3.45	\$ 3.45	\$ 2,484.00	\$ 2,484.00
\$ 3.45	\$ 3.45	\$ 2,484.00	\$ 2,484.00
	\$ 3.75		\$ 1,800.00
\$ 3.00		\$ 60.00	
	\$ 3.50		\$ 35.00
	\$ 3.50		\$ 87.50
	\$ 4.50		\$ 45.00
\$ 9.00	\$ 9.00	\$ 360.00	\$ 360.00
\$ 7.50	\$ 7.50	\$ 300.00	\$ 300.00
\$ 3.00	\$ 3.00	\$ 120.00	\$ 120.00
\$ 3.45		\$ 680.00	
	\$ 3.50		\$ 38.50
\$ 3.45		\$ 34.50	
\$ 2.00		\$ 40.00	
\$ 10.00	\$ 10.00	\$ 10.00	\$ 10.00
\$ 3.50	\$ 3.50	\$ 35.00	\$ 35.00
\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50
0%	0%	\$ 25.00	\$ 25.00
		<b>\$ 26,273.50</b>	

Cost Evaluation: RFB 36-05OCT20 - Laundry and Dry-Cleaning Services

Bidder 1: Robinson's Cleaners						Bidder 2: Tiger Cleaners			
	QTY	PRICE PER EACH PIECE - Unit Price Per Each To Dry Clean	PRICE PER EACH PIECE - Unit Price Per Each To Launder	Extended Price Dry Cleaning	Extended Price To Launder	PRICE PER EACH PIECE - Unit Price Per Each To Dry Clean	PRICE PER EACH PIECE - Unit Price Per Each To Launder	Extended Price Dry Cleaning	Extended Price To Launder
1st Renewal option		0%	Applied to Original Total	\$ 15,579.90		5%	Applied to Original Total	\$ 17,087.38	
2nd Renewal Option		0%	Applied to Previous Total See File Memo - Quoted as 90 Over Previous Price	\$ 15,579.90		Using 5% over previous - Bid also says maximum 10% increase	Applied to Previous Total - See File Memo - Quoted as 95 Over Previous Price	\$ 17,941.54	
3rd Renewal Option		0%	Applied to Previous Total See File Memo - Quoted as 90 Over Previous Price	\$ 15,579.90		Using 5% over previous - Bid also says maximum 10% increase	Applied to Previous Total - See File Memo - Quoted as 95 Over Previous Price	\$ 18,828.62	
4th Renewal Option		0%	Applied to Previous Total See File Memo - Quoted as 90 Over Previous Price	\$ 15,579.90		Using 5% over previous - Bid also says maximum 10% increase	Applied to Previous Total - See File Memo - Quoted as 95 Over Previous Price	\$ 19,780.55	
<b>Grand Total Price All Contract Periods</b>				<b>\$ 77,899.50</b>				<b>\$ 88,921.58</b>	

**PURCHASE AGREEMENT  
FOR  
LAUNDRY & DRY-CLEANING SERVICES – TERM & SUPPLY**

**THIS AGREEMENT** dated the 22nd day of October 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Robinson’s Cleaners, LLC** herein “Contractor.”

**IN CONSIDERATION** of the parties’ performance of the respective obligations contained herein, the parties agree as follows:

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Laundry and Dry Cleaning Services – Term & Supply**, County of Boone Request for Bid, bid number **36-05OCT20** in its entirety including the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County’s Standard Terms and Conditions, as well as the Contractor’s bid response dated **September 19, 2020**, executed by **Kit Price** on behalf of the Contractor, and the e-mail dated **October 05, 2020** from **Kit Price** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the Request for Bid including the Introduction and General Conditions of Bidding, Scope of Work, Bidder’s Instructions and Evaluation, the un-executed Vendor Response and Pricing Pages, Debarment Form, Lobbying Certification Form, Work Authorization Certification, and Boone County’s Standard Terms and Conditions shall prevail and control over the Contractor’s bid response.

**2. Contract Period** – The contract period shall be **November 01, 2020 through October 31, 2021**. The County shall have the option to renew the contract for four (4) one-year periods subsequent to the initial contract period, with an option to renew on a month-to-month basis thereafter.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with Laundry and Dry Cleaning Services on an as needed, if needed basis as required in the RFB specifications and in conformity with the contract documents for the prices set forth in the Contractor’s proposal response, as needed and as ordered by the County:

<b>LAUNDRY AND DRY-CLEANING SERVICES</b>				
<b>Item #</b>	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>PRICE PER EACH PIECE- Unit Price Per Each To Dry Clean</b>	<b>PRICE PER EACH PIECE- Unit Price Per Each To Launder</b>

4.10.1	Dress Pants Class A – Dry Clean only, starch, and press per officer preference	480	<u>\$3.60/Ea.</u>	Don't Price Laundering for item 4.10.1
4.10.2	Uniform Shirts (long sleeved) - Dry clean or launder, starch and press per officer specification.	720	<u>\$3.60/Ea.</u>	<u>\$3.60/Ea.</u>
4.10.3	Uniform Shirts (short Sleeved) - Dry clean or launder, starch and press per officer specification.	720	<u>\$3.60/Ea.</u>	<u>\$3.60/Ea.</u>
4.10.4	BDU Pants – Need to be launder, starch and press per officer preference.	480	Don't Price Dry Cleaning for item 4.10.4	<u>\$3.60/Ea.</u>
4.10.5	Hats (campaign straw & felt hats, cleaning and shaping etc.)	20	<u>\$.01/Ea.</u>	Don't Price Laundering for item 4.10.5
4.10.6	Bullet Proof Vests - Carrier	10	Don't Price Dry Cleaning for item 4.10.6	<u>\$1.00/Ea.</u>
4.10.7	Bulk Uniforms (BDU, Shirts, & T-Shirts) - <u>Must be picked up by contractor and delivered by contractor to ordering department site.</u>  Pricing must include travel costs/time. No additional invoicing shall be paid.	25	Don't Price Dry Cleaning for item 4.10.7	<u>\$2.00/Ea.</u> Piece in the Bulk Load
4.10.8	Coveralls – Launder	10	Don't Price Dry Cleaning for item 4.10.8	<u>\$3.60/Ea.</u>
4.10.9	Winter Coat, with stand-alone soft-shell liner (jacket)	40	<u>\$3.60/Ea.</u>	<u>\$3.60/Ea.</u>
4.10.10	Winter Coat, without stand-alone soft-shell liner (Jacket)	40	<u>\$3.60/Ea.</u>	<u>\$3.60/Ea.</u>

4.10.12	Uniform Polo performance shirt (short and long sleeve) – pre-treat and dry-clean ONLY – DO NOT PRESS	200	<u>\$3.60/Ea.</u>	Don't Price Laundering for item 4.10.12
4.10.13	Cotton /Polyester Pull-over Sweatshirt	11	Don't Price Dry Cleaning for item 4.10.13	<u>\$2.00/Ea.</u>
4.10.14	Work Shirt Cotton/Polyester Rip-Stop (Short and Long Sleeve)	10	<u>\$3.60/Ea.</u>	Don't Price Laundering for item 4.10.14
4.10.15	Stocking Cap - Polyester	20	<u>\$.01/Ea.</u>	Don't Price Laundering for item 4.10.15
4.10.16	Miscellaneous Item, McGruff Costume	1	<u>\$50.00/Ea.</u>	<u>\$50.00/Ea.</u>
4.10.17	Miscellaneous Item, Cloth Tablecloth (any size)	10	<u>\$7.00/Ea.</u>	<u>\$7.00/Ea.</u>
4.10.18	Any other Miscellaneous Item	1	<u>\$3.60/Ea.</u>	<u>\$3.60/Ea.</u>
4.10.19	24-Hour Turn-Around Up-Charge – Shall not exceed 20% of total amount of order	1	<u>15% Add-On Up-Charge to Total Order</u>	<u>15% Add-On Up-Charge to Total Order</u>

**4. Billing and Payment** - All billing shall be invoiced to the ordering County Department in compliance with paragraph 2.2. and its sub-paragraphs in RFB 36-05OCT20. Billings may only include the prices listed in the Contractor's proposal response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's proposal response to the specifications. The County agrees to pay all correct invoices within thirty (30) calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its proposal response if the 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; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**5. Delivery** – As may be applicable, the Contractor agrees to deliver cleaned product to the ordering County department. All deliveries are FOB Destination, Freight Prepaid and Allowed.

**6. 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.

**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other proposal or proposal specification or contractual agreement. This agreement may only be amended in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

**8. Termination** - This agreement may be terminated by the County upon thirty calendar days advance written notice for any of the following reasons or under any of the following circumstances:

- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**ROBINSON'S CLEANERS, LLC**

by Kit Price  
B15E973AF14B4AD...  
title owner

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
DocuSigned by:  
Daniel K. Atwill  
Presiding Commissioner

APPROVED AS TO FORM:

DocuSigned by:  
[Signature]  
County Counselor

ATTEST:

DocuSigned by:  
Brianna L. Lennon by TK  
County Clerk

**AUDITOR CERTIFICATION**

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification is not required if the terms of this contract do not create a measurable county obligation at this time.)

1251/23305; 2901/23305; 1255/23305; 2701/23305; 2702/23300: Term & Supply

<p>DocuSigned by:  </p>	<p>10/16/2020</p>	
<p>Signature Account</p>	<p>Date</p>	<p>Appropriation</p>

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Proposal and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all proposals, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this proposal on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in proposal process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the proposal.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Proposals qualified by escalator clauses may not be considered unless specified in the proposal specifications.
12. No proposal transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular proposal should be directed to the Purchasing Department prior to proposal opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all proposal responses over \$25,000, if any manufactured goods or commodities proposed with proposal/proposal response are manufactured or produced outside the United States, this MUST be noted on the Proposal/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

**Liz Palazzolo**

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**From:** Kit . <kit@robinsonscleaners.com>  
**Sent:** Monday, October 5, 2020 2:43 PM  
**To:** Liz Palazzolo  
**Subject:** Re: Clarification RFB 36-05OCT20 Laundry and Dry Cleaning Services

The pricing is .01 for those items.

Get [Outlook for iOS](#)

**From:** Liz Palazzolo <LPalazzolo@boonecountymo.org>  
**Sent:** Monday, October 5, 2020 2:40:17 PM  
**To:** Kit . <kit@robinsonscleaners.com>  
**Subject:** Clarification RFB 36-05OCT20 Laundry and Dry Cleaning Services

Hi Kit: Just to clarify the pricing on the items that are priced at \$.01 – is that the full price or is it an additional price to the \$3.60 which seems to be the base price for each item? Line items 4.10.5 (hats)4.10.11 (soft jacket liner), and 4.10.15 (stocking cap) are quoted at \$.01. Please confirm that that is the full charge. To clean the item. Thank you

**Liz Palazzolo**  
*Senior Buyer*  
**Boone County Purchasing**  
Phone: 573-886-4392  
Fax: 573-886-4390  
613 E. Ash, Room 109  
Columbia, MO 65201

**Liz Palazzolo**

---

**From:** Kit . <kit@robinsonscleaners.com>  
**Sent:** Monday, October 5, 2020 11:32 AM  
**To:** Liz Palazzolo  
**Subject:** RE: Laundry and Dry Cleaning Services RFB Closes Today at 2PM  
**Attachments:** Boone Bid.PDF

Here you go.

Kit Price  
Owner  
Robinson's Cleaners  
573-808-6498

---

**From:** Liz Palazzolo <LPalazzolo@boonecountymo.org>  
**Sent:** Monday, October 5, 2020 11:14 AM  
**To:** Kit . <kit@robinsonscleaners.com>  
**Subject:** Laundry and Dry Cleaning Services RFB Closes Today at 2PM  
**Importance:** High

Hi Kit – Just checking in with you about the bid submission for RFB 36-05OCT20. The bid closes today at 2PM.

**Liz Palazzolo**  
*Senior Buyer*  
**Boone County Purchasing**  
Phone: 573-886-4392  
Fax: 573-886-4390  
613 E. Ash, Room 109  
Columbia, MO 65201



**4. Vendor's Response and Pricing Pages**

*The bidder shall complete the following as indicated below and submit said completed form with the bid response.*

The bidder bid response should identify the Request for Bid number and the bid opening due date and time.

In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 
- 4.1. Company Name: Robinson's Cleaners
- 4.2. Address 1204 Business Loop 70 E
- 4.3. City/Zip: Columbia, Mo 65201
- 4.4. Phone Number: 573-808-6498
- 4.5. Fax Number: 573-442-2517
- 4.6. Contact Name and E-Mail Address to receive documents for electronic signature:  
Kit Price kit@robinsonscleaners.com
- 4.7. Federal Tax ID: 43 1765584

- 4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the

vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign by Hand):  
 \_\_\_\_\_

4.8.2. Type or Print Signed Name:  
 Kit Price \_\_\_\_\_

4.8.3. Today's Date: 09/19/2020 \_\_\_\_\_

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

Yes  No

**4.10. PRICING**

The bidder must submit a **firm, fixed price** below for all line items. **Pricing shall be quoted per each.** Pricing shall be firm and fixed for the contract period. All pricing must be quoted to include all costs for labor, including supervision and support, materials, equipment, and transportation necessary to perform laundry and dry-cleaning services. No other costs will be paid by the County.

LAUNDRY AND DRY-CLEANING SERVICES				
Item #	Description	Estimated Annual Quantity	PRICE PER EACH PIECE- Unit Price Per Each To Dry Clean	PRICE PER EACH PIECE- Unit Price Per Each To Launder
4.10.1	Dress Pants Class A – Dry Clean only, starch, and press per officer preference	480	\$ 3.60 /Ea	Don't Price Laundering for item 4.10.1
4.10.2	Uniform Shirts (long sleeved) - Dry clean or launder, starch and press per officer specification.	720	\$ 3.60 /Ea	\$ 3.60 /Ea
4.10.3	Uniform Shirts (short Sleeved) - Dry clean or launder, starch and press per officer specification.	720	\$ 3.60 /Ea	\$ 3.60 /Ea

4.10.4	BDU Pants – Need to be launder, starch and press per officer preference.	480	Don't Price Dry Cleaning for item 4.10.4	\$ <u>3.60</u> /Ea
4.10.5	Hats (campaign straw & felt hats, cleaning and shaping etc.)	20	\$ <u>.01</u> /Ea	Don't Price Laundering for item 4.10.5
4.10.6	Bullet Proof Vests - Carrier	10	Don't Price Dry Cleaning for item 4.10.6	\$ <u>1.00</u> /Ea
4.10.7	Bulk Uniforms (BDU, Shirts, & T-Shirts) - <u>Must be picked up by contractor and delivered by contractor to ordering department site.</u>  Pricing must include travel costs/time. No additional invoicing shall be paid.	25	Don't Price Dry Cleaning for item 4.10.7	\$ <u>2.00</u> /Ea Piece in the Bulk Load
4.10.8	Coveralls – Launder	10	Don't Price Dry Cleaning for item 4.10.8	\$ <u>3.60</u> /Ea
4.10.9	Winter Coat, with stand-alone soft-shell liner (jacket)	40	\$ <u>3.60</u> /Ea	\$ <u>3.60</u> /Ea
4.10.10	Winter Coat, without stand-alone soft-shell liner (Jacket)	40	\$ <u>3.60</u> /Ea	\$ <u>3.60</u> /Ea
4.10.11	Soft Shell Jacket (Liner)	40	\$ <u>.01</u> /Ea	\$ <u>.01</u> /Ea
4.10.12	Uniform Polo performance shirt (short and long sleeve) – pre-treat and dry-clean ONLY – DO NOT PRESS	200	\$ <u>3.60</u> /Ea	Don't Price Laundering for item 4.10.12
4.10.13	Cotton /Polyester Pull-over Sweatshirt	11	Don't Price Dry Cleaning for item 4.10.13	\$ <u>2.00</u> /Ea
4.10.14	Work Shirt Cotton/Polyester Rip-Stop (Short and Long Sleeve)	10	\$ <u>3.60</u> /Ea	Don't Price Laundering for item 4.10.14
4.10.15	Stocking Cap - Polyester	20	\$ <u>.01</u> /Ea	Don't Price Laundering for item 4.10.15

4.10.16	Miscellaneous Item, McGruff Costume	1	\$ <u>50.00</u> /Ea	\$ <u>50.00</u> /Ea
4.10.17	Miscellaneous Item, Cloth Tablecloth (any size)	10	\$ <u>7.00</u> /Ea	\$ <u>7.00</u> /Ea
4.10.18	Any other Miscellaneous Item	1	\$ <u>3.60</u> /Ea	\$ <u>3.60</u> /Ea
4.10.19	24-Hour Turn-Around Up-Charge – Shall not exceed 20% of total amount of order	1	<u>15%</u> Add-On Up-Charge to Total Order	<u>15%</u> Add-On Up-Charge to Total Order

#### 4.11. Renewal Options Price Adjustments:

- 4.11.1. The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing for the renewal period shall be the same as quoted for the initial or previous contract period subject to adjustment in accordance with the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial or previous contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

**The percentage for the first renewal will be applied to original contract period pricing, and percentage for subsequent renewals will be applied to previous contract period pricing.**

#### 4.11.1.1 **Renewal Option Percentage Price Adjustment 1<sup>st</sup> Renewal Period**

0 % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

**4.11.1.2. Renewal Option Percentage Price Adjustment  
2nd Renewal Period**

0 % **Applied to previous contract period pricing**

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

**4.11.1.3. Renewal Option Percentage Price Adjustment  
3rd Renewal Period**

0 % **Applied to previous contract period pricing**

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

**4.11.1.4. Renewal Option Percentage Price Adjustment  
4th Renewal Period**

0 % **Applied to previous contract period pricing**

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

**4.12 Service Time:**

Required completion of dropped-off and picked-up service is **within no more than 36-hours** (3-calendar days) of drop-off/pick-up of soiled item(s).

**Dropped-Off Items:** If the bidder can finish items dropped-off at the bidder's place of business sooner, that it in a time-frame less than 36-hours, then state in the available space what the turn-around is for dropped-off items:

**Specialty Items:** If vendor's service completion time for specialty items is different, the vendor should indicate in the available space the number of days to complete service/make ready for pick-up/deliver the cleaned item: \_\_\_\_\_ calendar days after item drop-off/pick-up.

The above turn-around time for special items applies to hats, table-cloths, the McGruff Costume, etc. List below what other items the bidder considers "specialty" items:

3 days

**4.13. Single Point of Contact Information:** Provide the contact name, phone number and e-mail for the staff person who will be providing Single Point of Service tasks as referenced in paragraph 2.2.1. herein:

Name: Kit Price

Phone and E-Mail: 573-808-6498 kit@robisonscleaners.com

Hours of Operation: 7-6 Monday through Friday 8-3 Saturday and Sunday

**4.13. Location of Business:** Indicate in the space provided the address of the bidder's Columbia, Missouri location for drop-off and pick-up:

2910 Trimble Rd, 1204 Business loop 70E, 3601 S Buttonwood

**4.14. Support:** Describe how the bidder will support delivery of service to the County:

Robinson's Cleaners will deliver the high level of service to the county by hitting service times and cleaning the items using quality products.

**4.15. Vendor's References:**

Provide at least two (2) references for whom the vendor has provided with a pre-printed envelopes similar to those described herein.

• Reference 1

4.15.1. Company/Entity Name: Cit of Jefferson

Contact Name: Bethany Benward

Contact's Title: Management Analyst

City: Jefferson City State: MO  
Telephone Number and Area Code: 573-634-6348  
E-mail Address: bbenward@jeffcitymo.org  
Description of Equipment/Services Furnished: Cleaning of uniforms  
Availability of Reference: M-F 8-5

• **Reference 2**

4.15.2.

Company/Entity Name: City Of Columbia  
Contact Name: Sandra Smith  
Contact's Title: Police Equipment Specialist  
City: Columbia State: MO  
Telephone Number and Area Code: 573-874-762  
E-mail Address: Sandra Smith <Sandra.Smith@como.gov>  
Description of Equipment/Services Furnished: Cleaning of Uniforms  
Availability of Reference: 8-5 M-F

4.16. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

None

***End of Response Form***

*(Please complete and return with Bid Response)*

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Kit Price Owner*

Name and Title of Authorized Representative

Signature



Date

*9/19/2020*

*(Please complete and return with Bid Response)*

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

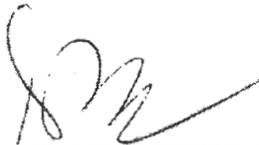
The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
Vendor Signature

9/19/2020

\_\_\_\_\_  
Date

## Boone County Purchasing



Liz Palazzolo, Senior Buyer  
613 E. Ash St., Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<https://www.e-verify.gov/>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.



**CERTIFICATION OF INDIVIDUAL BIDDER**

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

**Option**

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- 2. I do not have the above documents but provide an affidavit (copy attached - see following page) which may allow for temporary 90-day qualification.
- 3. I have provided a completed application for a birth certificate pending in the State of                     . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

*N/A*

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name





**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 - Fax (573) 886-4390

### ***Standard Terms and Conditions***

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#### **STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc.. (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone 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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this **MUST** be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Updated 8/19/20



**Boone County Purchasing**  
613 E. Ash St., Room 110  
Columbia, MO 65201

***"No Bid" Response Form***

Liz Palazzolo, CPPO, Senior Buyer  
(573) 886-4392 – Fax: (573) 886-4390  
lpalazzolo@boonecountymo.org

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**"NO BID RESPONSE FORM"**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO  
SUBMIT A BID**

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove this form and return it to the Purchasing Department by mail, e-mail or fax.

**Bid: 36-05OCT20 – Laundry and Dry-Cleaning Services – Term & Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for Not Bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Request for Bid (RFB)**

**Boone County Purchasing**

613 E. Ash Street, Room 109  
Columbia, MO 65201

Liz Palazzolo, Senior Buyer

Phone: (573) 886-4392 – Fax: (573) 886-4390

Email: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

**Bid Data**

Bid Number: **36-05OCT20**

Commodity Title: **LAUNDRY & DRY-CLEANING SERVICES –  
TERM & SUPPLY**

**DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING  
DEPARTMENT**

**Bid Submission Address and Deadline**

Day / Date: **Monday, October 05, 2020**

Time: **2:00 P.M.**

**Vendors Note:** Bids received after this time will not be opened. Late bids may be returned unopened if the vendor requests and at the vendor's expense.

Direct Bids To: **E-Mail Responses Only – See Below:**

The County is allowing submission of bids via e-mail during the COVID-19 pandemic. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Liz Palazzolo, Senior Buyer  
[lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

**Bid Opening**

Day / Date: **Monday, October 05, 2020**

Time: Shortly after the Bid Submission Deadline Stated Above

**Bid Tabulation – available on-line**

<https://www.showmeboone.com/purchasing/bids/>

**Bid Contents**

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1. **Introduction and General Conditions of Bidding**
2. **Scope of Work**
3. **Bidder's Instructions and Evaluation**
4. **Vendor's Response and Pricing Pages**
  - **Certification Regarding Debarment**
  - **Certification Regarding Lobbying**
  - **Work Authorization Certification**
  - **Standard Terms and Conditions**
  - **"No Bid" Response Form**



*County of Boone*

*Purchasing Department*

## **1. Introduction and General Conditions of Bidding**

**1.1. INVITATION:** This document is a Request for Bid for Boone County conducted by the Boone County Purchasing Department. Vendors are invited to respond by sealed bid by the indicated bid submission deadline on page 1 of this document. Bids received will be read shortly after the official bid submission deadline. Vendors responding to this request must comply with all technical specifications and requirements stated herein.

1.1.1. **Purpose:** Boone County, hereafter referred to as “County,” proposes to contract with an individual(s) or organization(s), hereinafter referred to as “contractor” for a contract for providing laundry and dry cleaning services for the Boone County Sheriff’s Department, Boone County Joint Communications Department, and the Boone County Office of Emergency Management. Frequent users will be the Sheriff’s Department and Joint Communications; the Office of Emergency Management will be an infrequent user of laundry/dry-cleaning services.

### **1.2. DEFINITIONS:**

1.2.1. **County:** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.

*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this RFB is prepared, and which will be the end user(s) of the goods and/or services sought.

*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder, Contractor, Supplier/Vendor:** These terms refer generally to businesses having some sort of relationship to or with Boone County. The term may apply differently to different classes of entities, as the context will indicate.

*Bidder* - Any business entity submitting a response to this RFB. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.

*Contractor*- The bidder whose response to this RFB is found by Purchasing to meet the best interests of the County. The contractor is the “successful bidder” who has been selected for award and will enter into a contract for provision of the goods and/or services described in the RFB.

*Supplier/Vendor* - All business(s) entities which may provide the subject goods and/or services.

- 1.2.3. **Request for Bid (RFB):** This entire document, including attachments, is considered a “Request for Bid.” A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this RFB seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.
- 1.2.4. **Response/Bid:** The written, sealed document submitted by the bidder/vendor/supplier according to the RFB instructions.
- 1.3. **BID CLARIFICATION:** Questions regarding this RFB should be directed in writing, preferably by e-mail, to the identified Buyer in the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the RFB or its Amendments are binding, but any oral communications between the County and Bidder are not binding.

**BID/CLARIFICATION CONTACT:** Liz Palazzolo, Senior Buyer, Boone County Purchasing, 613 E. Ash, Room 109, Columbia, MO 65202. Telephone: (573) 886-4392; Fax: (573) 886-4390; E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org).

- 1.3.1. **Bidder Responsibility:** The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder’s failure or omission to examine any relevant form, article, site or document will not relieve the bidder from any obligation regarding this RFB. By submitting a response/bid, the bidder is presumed to concur with all terms, conditions and specifications of this RFB.
- 1.3.2. **Bid Addendum:** If it becomes evident that this RFB must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective bidders. If necessary, a new due date will be established.
- 1.4. **AWARD:** Award will be made to the bidder whose bid provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost (as applicable), ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. In addition, the County reserves the right to award on an item by item basis, by group of items, or on an “all or none” basis, as determined to be in the County’s best interests as determined by the County evaluation committee. That is, the award will not be determined by price alone, but will be made to the bidder with the “lowest and best” bid. The County will be seeking the least costly outcome that meets the County’s needs as interpreted by the County.
  - 1.4.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from state contract or other governmental entities under more favorable terms.
- 1.5. **CONTRACT EXECUTION:** This RFB and the Vendor’s Response will be made part of any resulting contract and will be incorporated in the contract as set forth, verbatim.

1.5.1. **Precedence:** In the event of any contradiction or conflict between the provisions of the documents comprising the contract, the following order of precedence shall apply:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the RFB, including any addenda;
- 3) the provisions of the Vendor's Response, including any clarification.

1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS:** The bidder shall hereby agree to be bound by the County's standard "boilerplate" terms and conditions for contracts as attached hereto.

1.7. **Past Contracting History:**

1.7.1. The County has contracted with Robinson's Cleaners of Columbia, Missouri for Laundry and Dry-Cleaning Services most recently under contract **53-02SEP15**. Past expenditures for the June 2018-July 2019 show that the County spent \$4,797.80 on contract services, and for the June 2019-July 2020 period, the County spent \$5,269.00.

- Joint Communications: Past 12-month history: 238 items cleaned (27 jackets, 211 shirts); 26 pick-ups from County location.
- On average, the Boone County Sheriff's Department sends 87 different prices per month for laundering/dry-cleaning services at a price of \$3.75 per piece.
- Emergency Management will be an infrequent user of contract services.



2.

**SCOPE OF WORK**

- 2.1. GENERAL REQUIREMENTS:** The contractor shall provide professional laundry and dry-cleaning services on an as needed, if needed basis to the Boone County Sheriff's Department, Office of Emergency Management, and the Joint Communications Department in accordance with specifications and requirements stated herein at firm, fixed pricing quoted on the Vendor Response and Pricing Pages. All laundry and dry-cleaning services provided under contract shall meet the satisfaction of the ordering department.
- 2.1.1. The contractor shall provide all labor, including supervision and support, materials, supplies, equipment, and transportation necessary to perform laundry and dry-cleaning services.
- 2.1.2. Location Requirement: The contractor must have at least one business location located in Columbia, Missouri.
- 2.1.3. County Drop-Off and Pick-Up, Or Contractor Pick-Up/Delivery: The contractor's service shall accommodate both County personnel coming to the contractor's place of business to drop-off and pick-up laundry and dry cleaning items, or at the County's request, to come to the County location to pick-up and deliver laundry and dry-cleaning items. The contractor has the option of establishing a weekly schedule for pick-up/drop-off that County offices can use to schedule service with the contractor. The schedule and any updates to it shall be clearly communicated to the County for adherence to the contractor's pick-up/delivery schedule.
- 2.1.4. Sub-Contractors Must Be Pre-Approved: The contractor shall not employ any subcontractors to perform laundry and dry-cleaning services without the advance written permission of the County.
- 2.1.5. Uniform items must be cleaned and available for pick-up **within no more thirty-six (36) hours** after delivery or pick-up for laundry or dry-cleaning service with the exception of specialty items such as hats, leather jackets, the etc. which shall be completed in the time-frame indicated on the Vendor Response and Pricing Pages of the contract.
- a. The contractor shall provide cleaning turn-around within 24-hours of drop-off or pick-up if specifically requested by County personnel. If there is an up-charge for 24-hour turn-around as quoted on the Vendor Response and Pricing Pages, then the contractor shall be entitled to charge the percentage up-charge not to exceed 20% of the total order.
- 2.1.6. Uniform items shall be ready for pick-up which shall mean the items are completely dry, creased appropriately, and ready for wearing.

- 2.1.7. Sheriff Department Uniform Shirts and Trousers: The crease on the uniform shirt shall be centered on the shoulder patch. The crease on the trousers shall be centered front and back. There shall be no multiple crease lines showing on the shirt or trousers.
- 2.1.8. Joint Communications Uniform Shirts: The contractor shall pre-treat and dry-clean Joint Communications Uniform Polo performance shirts, both short and long sleeve. These shirts must not be pressed.
- 2.1.9. Service Ticket Requirements: A service ticket must be completed for each order. Each service ticket must show the Purchase Order number that accompanies the specific service order. The ticket must be signed by an authorized contractor employee. A copy of the service ticket shall be submitted along with the invoice.

**2.2. OTHER REQUIREMENTS:**

- 2.2.1. Single Point of Contact: The contractor shall assign an account representative who will be the single point of contact for the County for the duration of the contract regarding all issues pertaining to service at no additional cost to the County.
- 2.2.2. Billing and Payment: Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages of the contract. Pricing shall be firm and fixed for the contract period. All pricing must be quoted to include all costs for labor, including supervision and support, materials, equipment, and transportation necessary to perform laundry and dry-cleaning services.

- a. No other costs shall be paid by the County. As applicable for shipped cleaned items, if any, pricing shall be quoted **FOB Destination Freight Prepaid and Allowed**.
- b. The contractor shall understand and agree that Boone County is tax exempt.
- c. The contractor shall send invoices to the ordering department:

For the Boone County Sheriff's Department  
send attention to:  
Boone County Sheriff's Department  
2121 County Drive  
Columbia, Missouri 65201

For Boone County Emergency Management  
send attention to:  
Boone County Emergency Management  
2145 County Drive  
Columbia, Missouri 65201

For the Boone County Joint Communications Department

send attention to:  
Boone County Joint Communications  
2145 County Drive  
Columbia, Missouri 65201

- d. The monthly invoice must be provided for services performed in the invoice-month. The monthly invoice shall include service tickets for the month and be sent to the using department.
- e. The contractor shall invoice in accordance with pricing shown on the Vendor Response and Pricing Pages. Itemization on the invoice shall adhere to applicable unit pricing in effect at the time of the invoice. Invoices shall identify the Boone County contract number and include the service ticket.

2.2.3. **Contract Period:** The contract period shall be from **Date of Award through One (1) Year** The contract may be renewed at the sole option of the County for an additional **four (4) one-year periods**, or any portion thereof. The County also reserves the right to terminate and/or cancel the contract in writing via a formal contract amendment issued by the Purchasing Department.

- a. **Contract Extension:** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the end-date of the last renewal period, if it is deemed to be in the best interest of Boone County.

2.2.4. **Pricing:** Contract pricing shall be considered firm, fixed for the entirety of the initial/original contract period. Prices are subject to adjustment only upon renewal of the contract period, subject to quotations on the Vendor Response Page for the specific renewal period; adjusted pricing must be effective on the renewal date and must remain firm through the entirety of the specific renewal period.

2.2.5. **Price Increase:** It shall be the responsibility of the contractor to notify the County sixty (60) calendar days prior to the end of the current contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.

2.2.6. If the option for renewal is exercised by the County, the contractor must agree that the prices for the renewal period must not exceed the maximum percent of increase for the applicable renewal period stated on the Vendor Response and Pricing Pages of the contract.

2.2.7. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the previous contract period.

2.2.8. **Contract Termination:** In the event any provisions of the contract are not fulfilled by contractor, and/or the quality of work is deemed unsatisfactory by the County, the County may, upon written notice to the contractor, terminate the contract within ten (10) business days after such written notice, and seek other remedies available to the County under the law.

- 2.2.9. **Contract Documents:** The successful bidder (also referred herein as “the contractor”) shall be obligated to enter into a written contract with the County within thirty (30) calendar days of the notice of award/contract forms provided by the County. If the bidder desires to contract under the bidder’s written agreement, any such proposed agreement must be submitted in blank with the bid for the County’s consideration as part of the evaluation of bids; in the absence of such submission with the bidder’s response, the County’s forms shall be used. The County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with the County’s RFB or are unacceptable to County legal counsel.
- 2.2.10. **Non-Appropriation Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.
- 2.2.11. **Insurance Requirements:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County; nor shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All policies shall be in amounts, form, and from companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- a. **Employers Liability and Workers Compensation Insurance:** The contractor shall take out and maintain during the life of the contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
  - b. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business

**Auto Liability. The contractor shall agree to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.**

- c. Business Automobile Liability: The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- d. Subcontractors: The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors’ commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- e. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- f. Indemnity Agreement: To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including not limited to consultants having a contract with the contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the **contractor to indemnify, hold harmless**, or defend the County of Boone from its own negligence. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

- g. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

**Certificate Holder address:**

County of Boone, Missouri  
C/O Purchasing Department  
613 E. Ash Street  
Columbia, MO 65201



### 3. **BIDDER'S INSTRUCTIONS AND EVALUATION**

- 3.1 **RESPONSE CONTENT:** It is the bidder's responsibility to submit a bid response that strictly conforms to the requirements stated in the RFB. Failure to adhere to all requirements may result in the bidder's response being disqualified as non-responsive. All bid responses must be submitted using the provided Vendor Response and Pricing Pages provided herein. Every question on the Vendor Response and Pricing Pages should be answered by the bidder, and if not applicable, the bidder should indicate "N/A."
- 3.2 **SUBMITTAL OF RESPONSES:** Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Address and Deadline." **NO EXCEPTIONS.** The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award:** The County's Bids, Bid Tabulations, and Bid Awards may be viewed on the County's web page at [www.showmeboone.com](http://www.showmeboone.com), under the **Purchasing** menu.
- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page under "Bid Opening," all bids will be opened in public. Brief summary information from each response will be read aloud.
- 3.3.1. **Removal from Vendor Database:** If any prospective bidder currently in the County's Vendor Database to whom the RFB was sent elects not to submit a bid and fails to reply in writing stating reasons for not bidding, that bidder's name may be removed from the County's Purchasing database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses:** The County reserves the right to reject any or all bids. Minor irregularities or informalities in any bid which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with RFB conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bid responses received which one is best suited to meet the County's needs at the lowest possible cost. The County's choice of a contractor(s) does not imply that one bidder is superior to another, but simply that in the County's judgment the vendor(s) selected appears to offer the best overall solution for the

County's current and anticipated needs at the lowest possible cost. See also paragraph 1.4 regarding "Award" herein.

- 3.5.1. **Method of Evaluation:** The County will evaluate submitted bid responses for responsiveness to requirements of the RFB, total cost to the County, as well as other factors stated in the RFB.
- 3.5.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services offered are acceptable for the County's use.
- 3.5.3. **Validity of Bid and Pricing:** The bidder's response including pricing must remain valid for ninety (90) calendar days or until award, whichever comes first. If the bid response is accepted, the entire bid response including all pricing shall be held firm for the duration of the indicated contract period.
- 3.5.4. Boone County reserves the right to reject all bids, to waive informalities in bids, and to request clarification of bidders regarding their bid response.
- 3.5.5. **Sovereign Immunity:** The County of Boone, due to its status as a public entity in the State of Missouri and its entitlement to sovereign immunity, is unable to accept contract provisions which require the County to indemnify another party (RSMo §537.600). Any indemnity language in proposed terms and conditions will be modified to conform to language that the County is able to accept.



**4. Vendor's Response and Pricing Pages**

*The bidder shall complete the following as indicated below and submit said completed form with the bid response.*

The bidder bid response should identify the Request for Bid number and the bid opening due date and time.

In addition, the bidder shall complete the following as indicated below and submit said completed form with each copy of the bid response.

In compliance with this Request for Bid and subject to all the conditions thereof, the bidder agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

---

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Contact Name and E-Mail Address to receive documents for electronic signature:  
\_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.8. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid, including Boone County's Terms and Conditions, FOB Destination Freight Prepaid and Allowed. Further, the undersigned has read and understood all requirements, terms and conditions, and agrees that all of which are made part of the contract and any orders resulting thereunder. By submission of this bid response, the

vendor certifies their compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

4.8.1. Authorized Representative (Sign by Hand):  
\_\_\_\_\_

4.8.2. Type or Print Signed Name:  
\_\_\_\_\_

4.8.3. Today’s Date: \_\_\_\_\_

4.9. **Cooperative Procurement:** Will the bidder honor the submitted prices and terms for purchase by other entities in Boone County, Missouri that participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes \_\_\_\_\_ No

**4.10. PRICING**

The bidder must submit a **firm, fixed price** below for all line items. **Pricing shall be quoted per each.** Pricing shall be firm and fixed for the contract period. All pricing must be quoted to include all costs for labor, including supervision and support, materials, equipment, and transportation necessary to perform laundry and dry-cleaning services. No other costs will be paid by the County.

<b>LAUNDRY AND DRY-CLEANING SERVICES</b>				
<b>Item #</b>	<b>Description</b>	<b>Estimated Annual Quantity</b>	<b>PRICE PER EACH PIECE- Unit Price Per Each To Dry Clean</b>	<b>PRICE PER EACH PIECE- Unit Price Per Each To Launder</b>
4.10.1	Dress Pants Class A – Dry Clean only, starch, and press per officer preference	480	\$ _____/Ea	Don’t Price Laundering for item 4.10.1
4.10.2	Uniform Shirts (long sleeved) - Dry clean or launder, starch and press per officer specification.	720	\$ _____/Ea	\$ _____/Ea
4.10.3	Uniform Shirts (short Sleeved) - Dry clean or launder, starch and press per officer specification.	720	\$ _____/Ea	\$ _____/Ea

4.10.4	BDU Pants – Need to be launder, starch and press per officer preference.	480	Don't Price Dry Cleaning for item 4.10.4	\$ _____/Ea
4.10.5	Hats (campaign straw & felt hats, cleaning and shaping etc.)	20	\$ _____/Ea	Don't Price Laundering for item 4.10.5
4.10.6	Bullet Proof Vests - Carrier	10	Don't Price Dry Cleaning for item 4.10.6	\$ _____/Ea
4.10.7	Bulk Uniforms (BDU, Shirts, & T-Shirts) - <u>Must be picked up by contractor and delivered by contractor to ordering department site.</u>  Pricing must include travel costs/time. No additional invoicing shall be paid.	25	Don't Price Dry Cleaning for item 4.10.7	\$ _____/Ea Piece in the Bulk Load
4.10.8	Coveralls – Launder	10	Don't Price Dry Cleaning for item 4.10.8	\$ _____/Ea
4.10.9	Winter Coat, with stand-alone soft-shell liner (jacket)	40	\$ _____/Ea	\$ _____/Ea
4.10.10	Winter Coat, without stand-alone soft-shell liner (Jacket)	40	\$ _____/Ea	\$ _____/Ea
4.10.11	Soft Shell Jacket (Liner)	40	\$ _____/Ea	\$ _____/Ea
4.10.12	Uniform Polo performance shirt (short and long sleeve) – pre-treat and dry-clean ONLY – DO NOT PRESS	200	\$ _____/Ea	Don't Price Laundering for item 4.10.12
4.10.13	Cotton /Polyester Pull-over Sweatshirt	11	Don't Price Dry Cleaning for item 4.10.13	\$ _____/Ea
4.10.14	Work Shirt Cotton/Polyester Rip-Stop (Short and Long Sleeve)	10	\$ _____/Ea	Don't Price Laundering for item 4.10.14
4.10.15	Stocking Cap - Polyester	20	\$ _____/Ea	Don't Price Laundering for item 4.10.15

4.10.16	Miscellaneous Item, McGruff Costume	1	\$ _____/Ea	\$ _____/Ea
4.10.17	Miscellaneous Item, Cloth Tablecloth (any size)	10	\$ _____/Ea	\$ _____/Ea
4.10.18	Any other Miscellaneous Item	1	\$ _____/Ea	\$ _____/Ea
4.10.19	24-Hour Turn-Around Up-Charge – Shall not exceed 20% of total amount of order	1	_____ % Add-On Up-Charge to Total Order	_____ % Add-On Up-Charge to Total Order

#### 4.11. Renewal Options Price Adjustments:

4.11.1. The County shall have the sole option to renew the contract in one-year increments, or any portion thereof, for a total accumulated period of four (4) additional years following the initial term. If the options are exercised, pricing for the renewal period shall be the same as quoted for the initial or previous contract period subject to adjustment in accordance with the specific percentage of price adjustment quoted below for the applicable renewal contract period. Prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.

The vendor must respond with a firm, fixed percentage of increase or decrease. Do not quote BOTH a Maximum Increase and a Minimum Decrease – quote one or the other. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE i.e., reference to a CPI adjustment shall be deemed unacceptable.

If the bidder quotes 0% percentage or leaves the line blank, the County shall have the right to execute the option at the same price(s) proposed for the initial or previous contract period.

In conducting the cost evaluation, Boone County will evaluate pricing that determines the potential maximum financial liability to the County.

**The percentage for the first renewal will be applied to original contract period pricing, and percentage for subsequent renewals will be applied to previous contract period pricing.**

4.11.1.1 **Renewal Option Percentage Price Adjustment  
1<sup>st</sup> Renewal Period**

\_\_\_\_\_ % Applied to original bid pricing

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

4.11.1.2. **Renewal Option Percentage Price Adjustment  
2nd Renewal Period**

\_\_\_\_\_ % **Applied to previous contract period pricing**

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

4.11.1.3. **Renewal Option Percentage Price Adjustment  
3rd Renewal Period**

\_\_\_\_\_ % **Applied to previous contract period pricing**

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

4.11.1.4. **Renewal Option Percentage Price Adjustment  
4th Renewal Period**

\_\_\_\_\_ % **Applied to previous contract period pricing**

Vendor must identify below by checking appropriately as an INCREASE OR DECREASE percentage adjustment to original bid pricing:

Maximum Increase: \_\_\_\_\_ OR Minimum Decrease: \_\_\_\_\_

**4.12 Service Time:**

Required completion of dropped-off and picked-up service is **within no more than 36-hours** (3-calendar days) of drop-off/pick-up of soiled item(s).

**Dropped-Off Items:** If the bidder can finish items dropped-off at the bidder's place of business sooner, that it in a time-frame less than 36-hours, then state in the available space what the turn-around is for dropped-off items:

**Specialty Items:** If vendor's service completion time for specialty items is different, the vendor should indicate in the available space the number of days to complete service/make ready for pick-up/deliver the cleaned item: \_\_\_\_\_ calendar days after item drop-off/pick-up.

The above turn-around time for special items applies to hats, table-cloths, the McGruff Costume, etc. List below what other items the bidder considers "specialty" items:

\_\_\_\_\_

**4.13. Single Point of Contact Information:** Provide the contact name, phone number and e-mail for the staff person who will be providing Single Point of Service tasks as referenced in paragraph 2.2.1. herein:

Name:

\_\_\_\_\_

Phone and E-Mail:

\_\_\_\_\_

Hours of Operation:

\_\_\_\_\_

**4.13. Location of Business:** Indicate in the space provided the address of the bidder's Columbia, Missouri location for drop-off and pick-up:

\_\_\_\_\_

**4.14. Support:** Describe how the bidder will support delivery of service to the County:

\_\_\_\_\_

\_\_\_\_\_

**4.15. Vendor's References:**

Provide at least two (2) references for whom the vendor has provided with a pre-printed envelopes similar to those described herein.

• **Reference 1**

4.15.1. Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

=====

• **Reference 2**

4.15.2.

Company/Entity Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

**4.16.** Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

\_\_\_\_\_  
\_\_\_\_\_

*End of Response Form*

*(Please complete and return with Bid Response)*

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

---

Date

*(Please complete and return with Bid Response)*

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date

## Boone County Purchasing



Liz Palazzolo, Senior Buyer  
613 E. Ash St., Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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### INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<https://www.e-verify.gov/>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, choose one of the three options that applies. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.





**AFFIDAVIT**

**(Only Required for Certification of Individual Bidder (Option #2)**

*(see previous page)*

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

\_\_\_\_\_  
Notary Public

My Commission Expires:



**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 - Fax (573) 886-4390

## *Standard Terms and Conditions*

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### STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone 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.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.

11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the *Federal Transit Administration's Best Practices Procurement Manual – Appendix A*. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. Pursuant to Section 34.600 RSMo, for contracts \$100,000 and greater, Contractor/Vendor certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
20. **For all titled vehicles and equipment, the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS), and Application for Title.
21. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

*Updated 8/19/20*



**Boone County Purchasing**  
613 E. Ash St., Room 110  
Columbia, MO 65201

***“No Bid” Response Form***

Liz Palazzolo, CPPO, Senior Buyer  
(573) 886-4392 – Fax: (573) 886-4390  
lpalazzolo@boonecountymo.org

**“NO BID RESPONSE FORM”**

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A BID**

If the vendor does not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove this form and return it to the Purchasing Department by mail, e-mail or fax.

**Bid: 36-05OCT20 – Laundry and Dry-Cleaning Services – Term & Supply**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

Reason(s) for Not Bidding:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

22nd

day of

October

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to Contract 08-04APR19 – Voting Systems (for COVID-19 purchase).

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 22nd day of October 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Papp*  
Fred J. Papp  
District I Commissioner

*Jane M. Thompson*  
Jane M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPO, CPPB  
**DATE:** March 4, 2020  
**RE:** Amendment Number One – 08-04APR19 - Voting Systems (for COVID-19 purchase)

Contract *08-04APR19 - Voting Systems* was approved by commission for award to Election Systems & Software, LLC on July 16, 2019, commission order # 296-2019.

This amendment adds one (1) Central Tabulating Machine for \$51,450.00. In addition, we are adding the Federal Emergency Management Agency (FEMA) requirements to our contract for federal assistance procurements. This will allow Boone County to receive reimbursement by FEMA for procurements related to COVID-19 Emergency Declaration. The 2020 HAVA Coronavirus Aid, Relief and Economic Security (CARES) Act Grant will pay for this piece of equipment.

Invoice will be paid from department 1133 - Election Activities, account 91300 - Machinery & Equipment. A budget revision was processed to move funds from 1133-23005 to 1133-91300 to cover this purchase.

**cc:** Contract File  
Brianna Lennon, Boone County Clerk

Commission Order: 484-2020 Date: 10/22/2020

**CONTRACT AMENDMENT NUMBER ONE  
FOR  
VOTING SYSTEMS**

The Agreement **08-04APR19** dated the 16th day of July 2019 made by and between Boone County, Missouri and **Election Systems & Software, LLC** for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. ADD to contract one (1) DS450 Central Tabulating Machine for \$51,450.00.  
Model DS450 Hardware Version 1.0 (includes Scanner, Steel Table/Cart, Start-Up Kit, Dust Cover, Reports Printer, Audit Printer, Battery Backup, Two (2) USB Cables, Two (2) 8GB Thumb Drives, and Annual License Fee)
2. ADD the attached required clauses from the Federal Emergency Management Agency (FEMA) to the contract for federal assistance procurements and for procurements related to COVID-19 Emergency Declaration. This piece of equipment will be purchased from the 2020 HAVA Coronavirus Aid, Relief and Economic Security (CARES) Act Grant.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**ELECTION SYSTEMS & SOFTWARE, LLC**

**BOONE COUNTY, MISSOURI**

By: Boone County Commission

DocuSigned by:  
*Dick Jablonski*  
By: 3E3BC949720E400...

DocuSigned by:  
*Daniel K. Atwill*  
BA4B934CED6E4EB...

Daniel K. Atwill, Presiding Commissioner

Title: VP of Finance

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:  
*J. Johnson*  
7D71DEAEB9D74DD...

County Counselor

DocuSigned by:  
*Brianna L. Lennon by TF*  
81EA4C537696483...

County Clerk

AUDITOR CERTIFICATION: In accordance with §RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

DocuSigned by:  
*Diane Beckford by jj*  
4147B4E3F1C847D...

Signature

10/16/2020

Date

1133-91300 / \$51,450.00

Appropriation Account

**REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated in this solicitation and subsequent contract. By submitting a Proposal in response to this solicitation, the vendor acknowledges and agrees to adhere to the specific requirements of these clauses.

**ACCESS TO RECORDS**

The following access to records requirements applies to the contract:

1. The contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

**BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required, attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

a. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fail SECTION 5 – ATTACHMENTS RFP Number: 18-0905 73

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT (\$100K+)**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### **ENERGY POLICY AND CONSERVATION ACT**

Both parties hereby agree to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). **Executive Order 11061**, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

#### **ROYALTIES AND PATENTS**

The contractor hereby guarantees that they has full legal right of materials, supplies, equipment, machinery, articles, software or things involved in the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are, in any way, involved in the contract. It shall be the responsibility of the contractor to pay for all such royalties and costs. The contractor shall hold and save Boone County, Missouri, its officers, agents, servants and employees, harmless from liability of any kind or nature, including reasonable attorney's fees, for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. During the pendency of any claim against contractor of County with respect to contractor's ownership and/or authority, the County may withhold payment of any sums otherwise required to be paid hereunder.

#### **CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION**

- a. The contractor agrees that all information, data, findings, recommendations, bids, et cetera by whatever name described and in whatever form secured, developed, written or produced by the contractor in furtherance of this contract shall be the property of the County. The contractor shall take such action as is necessary under law to preserve such property rights of the County while such property is within the control and/or custody of the contractor. By this contract, the contractor specifically waives and/or releases to the County any cognizable property right of the contractor to copyright, license, patent or otherwise use such information, data, findings, recommendations, responses, et cetera.
- b. The contractor understands and agrees that data, materials, and information disclosed to contractor may contain confidential and protected data. Therefore, the contractor promises and assures that data, material, and information gathered, based upon or disclosed to the contractor for the purpose of this contract, shall not be disclosed to others or discussed with other parties without the prior written consent of the County.

#### **COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard

workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request . of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

## **DEBARMENT AND SUSPENSION**

### **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion.**

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

#### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its

principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **DHS SEAL, LOGOS AND FLAGS**

The contractor shall not use the DHS seals, logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

#### **EQUAL EMPLOYMENT OPPORTUNITY (\$10K+)**

For all construction contracts awarded in excess of \$10,000, both parties hereby agree to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as SECTION 5 – ATTACHMENTS RFP Number: 18-0905 76 provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor or any other party pertaining to any matter resulting from the contract.

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

#### **COPELAND "ANTI-KICKBACK" ACT (for all construction and repair)**

For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

#### **DAVIS-BACON ACT (Construction \$2K+)**

Applicability of Davis-Bacon Act - The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

For all construction contracts awarded in excess of \$2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

#### **SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - (construction, \$2K+; employment of mechanics/laborers, \$2,500+)**

For all construction contracts awarded in excess of \$2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of \$2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

#### **REMEDIES**

The County shall have all rights and remedies afforded under the U.C.C. and Missouri law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

## **TERMINATION**

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

Termination for Convenience - The County may terminate the Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.

Termination for Cause - In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

Termination Due to Unavailability of Funds in Succeeding Fiscal Years - If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

## **CHANGES**

Alterations, amendments, changes, modifications or additions to the contract shall not be binding on the County without prior written approval.

## **PROCUREMENT OF RECOVERED MATERIALS**

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price.

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

## CERTIFICATION REGARDING LOBBYING

### *Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:  
  
3E3BC949720E400  
\_\_\_\_\_  
Contractor Signature

10/16/2020  
\_\_\_\_\_  
Date

**(Please complete and return with Bid)**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Richard J Jablonski, VP of Finance

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Name and Title of Authorized Representative

DocuSigned by:  
*Dick Jablonski*

10/16/2020

3E3BC949720E400...  
Signature

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Date

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

October Session of the October Adjourned

Term. 20 20

County of Boone

} ea.

In the County Commission of said county, on the

22nd

day of

October

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to the Purchase Agreement dated December 31, 2019 between Boone County and First Chance for Children the Lend and Learn Libraries Program.

Terms of the amendment are stipulated in the attached Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

Done this 22nd day of October 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janel M. Thompson*  
Janel M. Thompson  
District II Commissioner



## Supplemental Funding Request

### First Chance for Children (FC4C)

[Quick View Information](#)

### Supplemental Funding Information and Instructions

The objective of the Supplemental Funds is to assist organizations that have exceeded their funding allocations due to high levels of demand for services. The organization must demonstrate that the service(s) are already funded by the Children's Service Fund and there is a need for the supplemental funds.

To be considered for Supplemental Funds, an organization must:

Notify the Community Services Department prior to completing this section.  
 Complete all of the sections for each service for which you are seeking supplemental funding.  
 Each narrative response should be clear and succinct.  
 Notify the Community Services Department when this request is complete.

### Date Completed

**Date Completed**

08/17/2020

### Total of Supplemental Request

**Total Amount of Supplemental Funds Requested (automatically calculated)**

8750

### Supplemental Service Request #1 - Name

**Service #1 Name (150 character limit)**

Public Awareness/Education

### Supplemental Service Request #1 - Output Information

Contracted Units (#1)	Contracted Unit Measure (#1) (500 character limit)	Contracted Unit Rate (#1)	Additional Units Requested (#1)
521	1 hour	\$35.00	250

### Supplemental Service Request #1 - Amount Requested

Contracted funding amount for Service #1	Additional funds requested for Service #1
\$18,235.00	8750

### Supplemental Service Request #1 - Narrative

**a. Justify and provide rationale why you are requesting more funding for this Service #1. (500 character limit)**

During the pandemic, we have been using this service as no-contact kit of activities and items that would typically be at the in-person events. Each month we see the need and request increase for these type of enriching child development and family bonding activities. During a time when families cannot get together with others, it's critical to provide age appropriate activities to support child development and decrease parental stress. We seek to continue to provide this support.

**b. Do you currently have a waiting list for Service #1?**

Yes

**If Yes - please describe your waiting list and provide a timeline to work through this list. (#1) (750 character limit)**

While we don't have a traditional wait list, we do not advertise this service very extensively, yet we run out of the kits available every month. If we receive more funding we will reach out to families who have not received a kit in previous months first, before they are available to others.

**c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #1. (500 character limit)**

We have worked with HMUW to allow funding from our Education allocation to be used for this service, and are seeking funding from other small foundations but have not heard back yet. Even with the HMUW funding, and other donations, we would run out of funding for this before the end of the year.

**d. When do you anticipate running out of funds for Service #1? (500 character limit)**

We have currently used all the contracted units from BCCSF and anticipate exhausting all other funding at the middle of October. This funding will allow us to provide the service through the end of the year.

**Supplemental Service Request #2 - Name**

**Service #2 Name (150 character limit)**

**Supplemental Service Request #2 - Output Information**

Contracted Units (#2)	Contracted Unit Measure (#2) (500 character limit)	Contracted Unit Rate (#2)	Additional Units Requested (#2)
0		\$0.00	0

**Supplemental Service Request #2 - Amount Requested**

Contracted funding amount for Service #2	Additional funds requested for Service #2
\$0.00	0

**Supplemental Service Request #2 - Narrative**

**a. Justify and provide rationale why you are requesting more funding for this Service #2. (500 character limit)**

**b. Do you currently have a waiting list for Service #2?**

**If Yes - please describe your waiting list and provide a timeline to work through this list. (#2) (750 character limit)**

**c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #2. (500 character limit)**

**d. When do you anticipate running out of funds for Service #2? (500 character limit)**

**Supplemental Service Request #3 - Name**

**Service #3 Name (150 character limit)**

## Supplemental Service Request #3 - Output Information

Contracted Units (#3)	Contracted Unit Measure (#3) (500 character limit)	Contracted Unit Rate (#3)	Additional Units Requested (#3)
0		\$0.00	0

## Supplemental Service Request #3 - Amount Requested

Contracted funding amount for Service #3	Additional funds requested for Service #3
\$0.00	0

## Supplemental Service Request #3 - Narrative

- Justify and provide rationale why you are requesting more funding for this Service #3. (500 character limit)
- Do you currently have a waiting list for Service #3?  
If Yes - please describe your waiting list and provide a timeline to work through this list. (#3) (750 character limit)
- Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #3. (500 character limit)
- When do you anticipate running out of funds for Service #3? (500 character limit)

## Supplemental Service Request #4 - Name

Service #4 Name (150 character limit)

## Supplemental Service Request #4 - Output Information

Contracted Units (#4)	Contracted Unit Measure (#4) (500 character limit)	Contracted Unit Rate (#4)	Additional Units Requested (#4)
0		\$0.00	0

## Supplemental Service Request #4 - Amount Requested

Contracted funding amount for Service #4	Additional funds requested for Service #4
\$0.00	0

## Supplemental Service Request #4 - Narrative

- Justify and provide rationale why you are requesting more funding for this Service #4. (500 character limit)
- Do you currently have a waiting list for Service #4?  
If Yes - please describe your waiting list and provide a timeline to work through this list. (#4) (750 character limit)
- Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #4. (500 character limit)
- When do you anticipate running out of funds for Service #4? (500 character limit)

### Supplemental Service Request #5 - Name

Service #5 Name (150 character limit)

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### Supplemental Service Request #5 - Output Information

Contracted Units (#5)	Contracted Unit Measure (#5) (500 character limit)	Contracted Unit Rate (#5)	Additional Units Requested (#5)
0		\$0.00	0

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### Supplemental Service Request #5 - Amount Requested

Contracted funding amount for Service #5	Additional funds requested for Service #5
\$0.00	0

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### Supplemental Service Request #5 - Narrative

- a. Justify and provide rationale why you are requesting more funding for this Service #5. (500 character limit)
  - b. Do you currently have a waiting list for Service #5?  
If Yes - please describe your waiting list and provide a timeline to work through this list. (#5) (750 character limit)
  - c. Describe what attempts, if any, your organization has made in the past six months to secure additional funding for Service #5. (500 character limit)
  - d. When do you anticipate running out of funds for Service #5? (500 character limit)
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### Supplemental Service Request #6 - Name

Service #6 Name (150 character Limit)

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### Supplemental Service Request #6 - Output Information

Contracted Units (#6)	Contracted Unit Measure (#6) (500 character limit)	Contracted Unit Rate (#6)	Additional Units Requested (#6)
0		\$0.00	0

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### Supplemental Service Request #6 - Amount Requested

Contracted funding amount for Service #6	Additional funds requested for Service #6
\$0.00	0

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### Supplemental Service Request #6 - Narrative

- a. Justify and provide rationale why you are requesting more funding for this Service #6. (500 character limit)
- b. Do you currently have a waiting list for Service #6?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#6) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #6. (500 character limit)

d. When do you anticipate running out of funds for Service #6? (500 character limit)

### Supplemental Service Request #7 - Name

Service #7 Name (150 character limit)

### Supplemental Service Request #7 - Output Information

Contracted Units (#7)	Contracted Unit Measure (#7) (500 character limit)	Contracted Unit Rate (#7)	Additional Units Requested (#7)
0		\$0.00	0

### Supplemental Service Request #7 - Amount Requested

Contracted funding amount for Service #7	Additional funds requested for Service #7
\$0.00	0

### Supplemental Service Request #7 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #7. (500 character limit)

b. Do you currently have a waiting list for Service #7?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#7) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #7. (500 character limit)

d. When do you anticipate running out of funds for Service #7? (500 character limit)

### Supplemental Service Request #8 - Name

Service #8 Name (150 character Limit)

### Supplemental Service Request #8 - Output Information

Contracted Units (#8)	Contracted Unit Measure (#8) (500 character limit)	Contracted Unit Rate (#8)	Additional Units Requested (#8)
0		\$0.00	0

### Supplemental Service Request #8 - Amount Requested

Contracted funding amount for Service #8	Additional funds requested for Service #8
\$0.00	0

### Supplemental Service Request #8 - Narrative

a. Justify and provide rationale why you are requesting more funding for this Service #8. (500 character limit)

b. Do you currently have a waiting list for Service #8?

If Yes - please describe your waiting list and provide a timeline to work through the list. (#8) (750 character limit)

c. Describe what attempts, if any, your organizations has made in the past six months to secure additional funding for Service #8. (500 character limit)

d. When do you anticipate running out of funds for Service #8? (500 character limit)

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### System Fields

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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the 22nd day of October 20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Dave Weber	Building Code Commission	November 1, 2020 thru October 31, 2022

Done this 22nd day of October 2020.

ATTEST:

*Brianna L. Lennon*  
 Brianna L. Lennon  
 Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
 Fred J. Parry  
 District I Commissioner

*Janet M. Thompson*  
 Janet M. Thompson  
 District II Commissioner



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

October Session of the October Adjourned

Term. 20 20

County of Boone

In the County Commission of said county, on the

22nd

day of

October

20 20

the following, among other proceedings, were had, viz:

Now on this day, the County Commission of the County of Boone takes up the invoice from the Wilton Landowner's Levee & Drainage Association in the amount of \$36,220.00. The Commission finds that the work reflected in said invoice was performed at the intersection of S. Rippeto Road and W. Harold Cunningham Road within existing County road easements and was necessary in response to the 2019 flooding event that caused a breach in said intersection. The Commission finds the work constituted necessary emergency repairs in order to protect against further loss of County property and to minimize serious disruption of County services and thus waives bidding requirements as authorized in RSMo Sec. 50.780.2. The Commission intends to make payment on said invoice by paying 25% from County Road & Bridge Funds and 75% from FEMA funds received by the County through the County's Office of Emergency Management.

Done this 22nd day of October 2020.

ATTEST:

*Brianna L. Lennon*  
Brianna L. Lennon  
Clerk of the County Commission

*Daniel K. Atwill*

Daniel K. Atwill  
Presiding Commissioner

*Fred J. Parry*  
Fred J. Parry  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

**Wilton Landowner's Levee & Drainage Assoc.**

c/o Robert Diederich

17300 South River Rd.

Hartsburg, MO 65039

Invoice

**CUSTOMER:**

Date: 8/11/2019

Name: Boone County

Address:

Qty:	Column1	Item Description	Unit Price	Total
50	hours	Ford LN 9000 Dump	\$70.00	\$3,500.00
36	hours	John Deere 4960 & 12 yd Scraper	\$110.00	\$3,960.00
42	hours	John Deere 750 C Dozer	\$95.00	\$3,990.00
9	hours	John Deere 5085M & 16' & 6' pump	\$50.00	\$450.00
83	hours	Hatichi 200 Tracthoe	\$125.00	\$10,375.00
39	hours	Desser TD 15 Dozer	\$95.00	\$3,705.00
55	hours	Caterpillar 865B Challenger & 18 yd Scraper	\$160.00	\$8,800.00
20	hours	Hired Dump Truck	\$85.00	\$1,700.00
12	hours	2" Trash Pump	\$5.00	\$60.00
		Wilton Landowners Share		-\$4,350.00
8060	yards	Fill Material	\$0.50	\$4,030.00
				\$0.00
				\$0.00
			TOTAL	\$36,220.00

Thank you for your business

