



Request for Bid (RFB)

Boone County Purchasing
601 E. Walnut Street, Room 208
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
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Email: mbobbitt@boonecountymo.org

Bid Number: 73-12NOV02
Commodity Title: **Coliseum Roof Repairs - Boone County
Fairgrounds**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT
Pre-Bid Conference

Day / Date: **WEDNESDAY – October 30, 2002**

Time: **1:30 P.M. C.S.T**

Location **Boone County Fairgrounds Coliseum**
5212 North Oakland Gravel Road
Columbia, MO 65202

Bid Submission Address and Deadline – Bid Closing

Day / Date: **TUESDAY – November 12, 2002**

Time: **1:25 P.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: **Boone County Purchasing Department**
Boone County Johnson Building
601 E. Walnut, Room 208
Columbia, MO 65201

Directions: **The Johnson Building is located on the Northeast corner at 6th
Street and Walnut Street. Enter the building from the East Side.
Wheel chair accessible entrance is available on the West side of
the building.**

Bid Opening

Day / Date: **TUESDAY – November 12, 2002**

Time: **1:30 P.M. C.S.T.**

Location / Address: **Boone County Johnson Building Conference Room**
601 E. Walnut, Conference Room 213
Columbia, MO 65201

Bid Contents

- 1.0: Introduction & General Conditions of Bidding
- 2.0: Primary Specifications and Special Conditions
- 3.0: Response Presentation and Review
- 4.0: Response Form
Standard Terms and Conditions
Statement of Bidder's Qualifications
Roof Repairs Drawing #2172
Prevailing Wage Order Number 9

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone 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 us. 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. An "Invitation For Bid" is used when the need is well defined. An "Invitation 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. Bidder's 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.
- 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.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term of one (1) year, but may be automatically renewed for an additional two (2) years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the attached County's standard "boilerplate" Terms and Conditions for Contracts.
- 1.8. **Non-Collusion:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Missouri or United States law.

2. **Primary Specifications and Special Conditions**

- 2.1. **SCOPE OF WORK** – The County of Boone is seeking bids for **Metal Roof System Repair to the Boone County Fairgrounds Coliseum Roof**. The bid price will include any and all labor, material and equipment necessary to produce such construction.
- 2.1.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (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.
- 2.1.2. **PRE BID CONFERENCE:** A pre-bid conference is scheduled for Wednesday, October 30, 2002 at 1:30 p.m. at the Boone County Fairgrounds Coliseum Office, 5212 N. Oakland Gravel Road, Columbia, MO. Upon completion of the pre-bid conference, a site tour will be conducted.
- 2.1.2.1. **Directions:** From Interstate 70, exit on 128 A. Go three miles north on Hwy. 63 to Oakland Gravel Road exit. Follow *Fairground* signs.
- 2.1.2.2. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.
- 2.1.2.3. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.2. **GENERAL SPECIFICATIONS**
- 2.2.1. **SUMMARY**
- 2.2.1.1. This section includes the following items:
1. Apply specified coating system to seal ridge cap.
 2. Remove and replace fasteners in metal deck.
 3. Remove, trim for length and reinstall metal panels with new counterflashing on inside face of partial parapet wall.
 4. Replace sealant at coping cap joints and install closure pieces to seal top of panels under coping cap. Install top closures on both sides of wall.
- 2.2.2. **QUALITY ASSURANCE:**
- 2.2.2.1. **Contractor's Qualifications:**
- 2.2.2.1.1. Contractor shall have knowledge and general understanding of metal building design.
- 2.2.2.1.2. Applicator shall have business stability and own, or have access to, the equipment necessary for successful completion of the project.
- 2.2.3. **SUBMITTALS:**
- 2.2.3.1. Descriptive literature and technical data on all materials proposed for usage under this specification will be submitted.
- 2.2.3.2. Shop fabrication drawing for panel closure counter-flashing.
- 2.2.4. **PRODUCT STORAGE AND HANDLING:**
- 2.2.4.1. **STORAGE OF MATERIALS:**
- 2.2.4.1.1. Store materials in accordance with manufacturer's recommendations.
- 2.2.4.1.2. Store acrylic latex materials so that they will not freeze.
- 2.2.4.2. Handling and Protection of Materials: Meet requirements of manufacturer's recommendations for

handling and protection of materials during installation. Handle materials so that they are not contaminated by foreign materials.

2.3. GENERAL SPECIFICATIONS

2.3.1. COATING SYSTEM:

2.3.1.1. Approved manufacturer for coating system is Republic Powdered Metals, Inc.

2.3.1.2. SOLARGARD HY-BUILD. 100% acrylic polymer.

2.3.1.2. GEOGARD seam sealer, PERMAFAB reinforced fabric and SOLARGARD patching cement.

2.3.1.3. Metal primers as recommended by Coating System manufacturer.

2.3.2. FASTENERS:

2.3.2.1. Replacement fasteners for metal decking shall be oversized "repair type" fasteners as manufactured by BUILDEX TRAXX OR TEKS, FABCO, FAB-LOK or approved equivalent.

2.3.2.2. Exposed fasteners shall be zinc coated with neoprene washers.

2.3.3. CLOSURES:

2.3.3.1. Foam closures sized and shaped to fit snugly. Provide tape to hold in place.

2.3.3.2. Metal counterflashing shall be pre-finished metal: White or off-white, 70% Kynar coated finish, zinc-coated Steel, ASTM A 527, 24 gauge, with 1.0 mil thickness coating.

2.3.4. SEALANT:

2.3.4.1. Sonneborn: Sonolastic-NP1 one-part urethane sealant, Federal Specification TT-S-00230C, Type II, Class A. ASTM C920-87, Type S, Grade NS, Class 25. Color to match metal.

2.4. EXECUTION SPECIFICATIONS

2.4.1. ACCEPTABLE INSTALLERS:

2.4.1.1. Contractor must have a minimum of five-years of documented experience with the installation and repair of metal roof systems. Documentation of these projects is to be provided within twenty-four hours if requested by County. References must be provided on the *Response Form*.

2.4.2. PROTECTION:

2.4.2.1. Protection shall be provided for, but not necessarily limited to, the following:

1. Adjacent roof areas
2. Lawn area and adjacent structures
3. Building wall, windows, etc.
4. Building equipment
5. Building interior, including contents

2.4.2.2. Protection shall be defined as the minimum requirements necessary to ensure that when the project is completed, the County's property will be left in the same condition, as it was when the project started.

2.4.2.3. Protect the building interior from the elements at all times. One representative from the Contractor shall be available in two-hours' notice should an emergency occur.

2.4.3. INSTALLATION:

2.4.3.1. Install all materials in strict accordance with the manufacturer's procedures.

2.4.3.2. Provide all miscellaneous material not covered by the specification, which may be required to provide a completely watertight installation.

2.4.3.3. Coating system application at ridge cap.

2.4.3.3.1. Remove loose materials and rust using Power Tool cleaning methods.

2.4.3.3.2. Clean surfaces with a high pressure power water wash.

2.4.3.3.3. Prime surfaces to be sealed with manufacturer recommended metal primer.

2.4.3.3.4. Seal seams and laps on and around ridge cap with manufacturer recommended reinforced waterproofing tape and fabric.

2.4.3.3.5. Coating system to be installed in two coats (base coat and finish coat) with airless sprayer or 1/2" to

¾"-inch nap roller as recommended by manufacturer. Allow a minimum of 12 hours between coats to thoroughly dry.

2.4.3.3.6. Allow coating system to completely cure before allowing traffic on roof surface.

2.4.3.4. **Fastener replacement:**

2.4.3.4.1. Remove existing fasteners. Remove sealant on exterior surfaces of panels at fastener locations and at side laps and end laps.

2.4.3.4.2. Install new replacement fasteners at locations of existing fasteners.

2.4.3.4.3. Do not overtighten replacement fasteners or damage washers.

2.4.3.5. **Parapet Wall Metal Panels**

2.4.3.5.1. Remove metal panels from inside of parapet wall.

2.4.3.5.2. Cut bottom of panels to provide a gap between bottom of panel and closure flashing.

2.4.3.5.3. Fabricate and install new metal panel closure counterflashing to seal bottom of panel.

2.4.3.5.4. Reinstall metal panels with new replacement fasteners.

2.4.3.6. **Coping cap:**

2.4.3.6.1. Remove existing fasteners and sealant.

2.4.3.6.2. Prepare metal surfaces and install new sealant at coping cap joints.

2.4.3.6.3. Install new replacement fasteners.

2.4.3.6.4. Install foam closures between top of panels and coping flange.

2.4.4. **FIELD QUALITY CONTROL:**

2.4.4.1. A representative may be employed by the County to observe the work under this section. The presence of this representative is for the County's interest and any information or assistance furnished by the representative shall not relieve the contractor of his responsibilities for the work. The Contractor shall provide reasonable notification to the representative whenever work is being done in sufficient time to arrange observations.

2.4.5. **CLEANING:**

2.4.5.1. Maintain premises and public properties free from accumulations of waste, debris, and rubbish caused by operations.

2.4.5.2. At completion of work, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces, leave project clean and ready for occupancy.

2.4.5.3. Existing items, structures or areas damaged during the course of the construction work shall be repaired and restored to a condition equal to a condition equal or better than it was prior to commencement of work.

2.4.6. **Limit use of site and premises to allow following:**

2.4.6.1. County occupancy.

2.4.6.2. Work by County's separate contractors.

2.4.6.3. Use of site and premises by public.

2.4.6.4. Storage of contractor's material, equipment, and tools is limited to primary area of construction activity, as determined by County.

2.4.6.5. Access to site is limited to locations determined by County.

2.4.6.6. Limit construction operations to areas noted on Drawing.

2.4.6.7. Restrict construction activity to hours determined by County.

2.4.6.8. Minimize disruption and inconvenience to public's use of adjacent areas.

2.4.6.9. Do not obstruct existing access and egress from adjacent site facilities.

2.4.6.10. Tobacco Policy: County prohibits use of tobacco products in its facilities and on its property.

Contractor to enforce policy with contractor's employees and subcontractors.

2.4.7. **Contractor's Duties**

2.4.7.1. Except as specifically noted, provide and pay for labor, materials, equipment, tools, construction equipment, machinery, water, heat, utilities, and other facilities and services necessary for proper execution and completion of work.

2.4.7.2. Secure and pay for, as necessary for proper execution and completion of work and as applicable at the time of receipt of bids, permits, government fees, taxes, and licenses. Contractor is not required to obtain City of Columbia permit, but is required to obtain a Boone County Building permit and to schedule project inspections as required.

- 2.4.7.3. Contractor shall be responsible for obtaining any necessary underground utility locations prior to excavation, and shall not interrupt utility services to County buildings during business hours.
- 2.4.7.4. Promptly submit written notice to Facilities Maintenance Manager of observed variance of contract documents from legal requirements. Assume responsibility for work known to be contrary to such requirements, without notice.
- 2.4.7.5. Contractor must provide all Material Safety Data Sheets prior to use of any hazardous material on the site.
- 2.4.7.6. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on performance of work.
- 2.4.7.7. Upon removal of existing roofing and flashing, all counter flashing, vents, pitch pans and other items not noted for reuse will become the property of the contractor. Contractor is responsible for removal from site of all items removed from roof.
- 2.4.7.8. Contractor to have sole responsibility for accuracy of all measurements and for estimate of material quantities required to satisfy requirements of Contract Documents.
- 2.4.7.9. Contractor shall be responsible for removing and replacing any concrete injured.
- 2.4.7.10. Contractor shall be required to remove all waste and debris and leave site neat and clean AT THE END OF EACH work day.
- 2.4.7.11. Contractor shall provide appropriate warning signs during the project to insure public safety.

2.4.8. REQUIREMENTS

- 2.4.8.1. **Construct Work to accommodate County's occupancy requirements during construction period.**
 - 2.4.8.1.1. County will occupy existing facility during entire construction period for conducting County' s normal operations.
 - 2.4.8.1.2. Cooperate with County to minimize conflict, and to facilitate County's operations.
 - 2.4.8.1.3. Coordinate construction schedule and operations with County.
- 2.4.8.2. **Cooperate with County to minimize conflict and to facilitate County's operations, including but not limited to the following.**
 - 2.4.8.2.1. Maintain existing facility free from construction debris, waste, dirt and dust.
 - 2.4.8.2.2. Do not allow existing facility equipment and services to become non-operational due to construction activity.
 - 2.4.8.2.3. Do not allow access to Site and existing facility to become blocked by construction activity.

2.4.9. DELIVERY, STORAGE, AND HANDLING

- 2.4.9.1. Store materials in their original tightly sealed or unopened containers clearly labeled with manufacturer' s brand name and identifying reference numbers.
- 2.4.9.2. Store materials in a neat, safe manner, so as not to exceed allowable live load of storage area, and out of weather in a clean dry area.
- 2.4.9.3. Remove materials damaged from handling or storage, including damaged material such as wet insulation.
- 2.4.9.4. Comply with fire and safety regulations.

2.4.10. PROJECT CONDITIONS

- 2.4.10.1. Apply roofing in dry weather.
- 2.4.10.2. If newly constructed roof becomes wet due to rainstorms, faulty water cut-off, or other reasons, remove and dispose of all wet materials, dry affected roof area, and re-construct roof in accordance with specifications at no cost to County.
- 2.4.10.3. Roof surface shall be free of ponding water, ice, or snow before installing new roof system.

2.4.11. Hazard Control

- 2.4.11.1. Store volatile materials in covered metal containers.
- 2.4.11.2. Prevent accumulation of wastes, which create hazardous conditions.
- 2.4.11.3. Provide adequate ventilation during use of volatile or noxious substances.

2.4.12. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

- 2.4.12.1. Do not burn or bury rubbish and waste materials on project site.
- 2.4.12.2. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner in storm or sanitary

sewers.

- 2.4.12.3. Do not dispose wastes into streams or waterways.
- 2.4.12.4. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- 2.4.12.5. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- 2.4.12.6. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris, and rubbish.
- 2.4.12.7. Provide on-site containers for collection of waste materials, debris, and rubbish.
- 2.4.12.8. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping area, off County' s property.
- 2.4.12.9. Schedule cleaning operations so dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- 2.4.12.10. County will assume responsibility for cleaning as of County' s final acceptance of project.
- 2.4.12.11. At no time shall removed roofing, insulation, or other material be stored at job site overnight.

2.4.13. CONSULTANT

- 2.4.13.1. A representative may be employed by County to observe Work under this section. Presence of this representative is for County' s interest and any information or assistance furnished by representative shall not relieve contractor of responsibilities for Work. Contractor to provide reasonable notification to representative whenever work is being done to arrange observations.

2.5. SPECIAL CONDITIONS

2.5.1. Wage Rates

2.5.1.1. General

- 2.5.1.1.1. This contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.
- 2.5.1.1.2. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
- 2.5.1.1.3. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work, which may be performed by any worker in any particular period of time.
- 2.5.1.1.4. **Prevailing Annual Wage Order Number 9** is attached. At any given time, the current, "applicable" Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201; or e-mail: mbobbitt@boonecountymmo.org; or call (573) 886-4391.

2.5.1.2. Records

- 2.5.1.2.1. The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.

2.5.1.3. Notices

- 2.5.1.3.1. Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.

2.5.1.4. Penalty

- 2.5.1.4.1. Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any

Subcontractor under them.

2.5.1.5. **Affidavit of Compliance**

2.5.1.5.1. After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

2.5.1.6. **Wage Determination**

2.5.1.6.1.. During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes.

2.5.1.6.2. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.

2.5.2. **INSURANCE REQUIREMENTS:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form and companies satisfactory to the County.

2.5.2.1. **Compensation Insurance:** The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protections of their employees not otherwise protected.

2.5.2.2. **Comprehensive General Liability Insurance:** The Contractor shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect them from claims for damages for personal 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 by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

2.5.2.3. **Owner's Contingent or Protective Liability and Property Damage:** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. It is preferred that this policy include a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.

2.5.2.4. **Insurance Certifications:** 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 and requiring a thirty (30) day mandatory cancellation notice. 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 project.

2.5.3. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor 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.

2.5.4. **SALES/USE TAX EXEMPTION:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All

invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

2.5.5. **PAYMENT:** This will be a lump sum payment contract upon acceptance by Boone County. Contractor must submit an invoice and charges must only include prices listed in the contractor's bid response. No additional fees or taxes shall be included as additional charges. **The County's purchase order must appear on the invoice.** The County agrees to pay the invoice within thirty (30) days from receipt of a correct invoice and all other required documents.

2.5.5.1. **INVOICES:** Invoices should be submitted to Boone County Facilities Maintenance for payment 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.

2.5.6. **DESIGNEE:** Boone County Facility Maintenance, Ken Roberts, Manager, 601 E. Walnut Street, Room 206, Columbia, MO 65201. (573) 886-4400.

2.5.7. **Bid Clarification:** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: mbobbitt@boonecountymo.org

3. Response Presentation and Review

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.1.2 **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 United States Postal Service or any other mail carrier.
- 3.1.3 **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.**
- 3.1.4. **Advice of Award** - If you wish to be advised of the outcome of this Bid, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder. **Web Page:** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.1.5. **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.
- 3.2 **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.
- 3.2.1 **Response Clarification** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.3 **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.
- 3.3.1. **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.
- 3.3.2 **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.3.3 **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.4 **ENDURANCE OF PRICING** – Bidder's pricing must be held until award or 60 days, whichever comes first.

4. **Response Form - Submit three (3) complete copies of your Response in a single sealed envelope, clearly marked on the outside, left corner with your company name and return address, the proposal number and the due date and time.**

4.1 Company Name: _____

4.2 Address: _____

4.3 City/Zip: _____

4.4 Phone Number: _____

4.5 Fax Number: _____

4.6 Federal Tax ID: _____

4.7. **BID RESPONSE –**

4.7.1. Total Roofing Project Cost: \$

4.8. Work will begin on this project _____ days after receipt of Notice to Proceed.

4.9. Work will be completed _____ days after receipt of Notice to Proceed.

4.10. *Statement of Bidder's Qualifications* Included? ____Yes ____No

4.11. **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.

4.11.1. Authorized Representative (Sign By Hand):

4.11.2. Type or Print Signed Name: _____ Date: _____

4.13. **References** – Bidder must provide three (3) references for services rendered to commercial clients which are similar in size and scope.

4.13.1. **Reference #1**

4.13.1.1. Individual Name: _____

4.13.1.2. Company Name: _____

4.13.1.3. Address: _____

4.13.1.4. Telephone: _____

4.13.2. **Reference #2**

4.13.2.1. Individual Name: _____

4.13.2.2. Company Name: _____

4.13.2.3. Address: _____

4.13.2.4. Telephone: _____

4.13.3. **Reference #3**

4.13.3.1. Individual Name: _____

4.13.3.2. Company Name: _____

4.13.3.3. Address: _____

4.13.3.4. Telephone: _____



Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Melinda Bobbitt, Director

Phone: (573) 886-4391 – Fax: (573) 886-4390

Standard Terms and Conditions

1. 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.
2. 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.
3. 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.
4. 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.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. 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.
8. 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.
9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
10. 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.
11. No bid transmitted by fax machine will be accepted.
12. 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.

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

1. Number of years in business: _____ If not under present firm name, list previous firm names and types of organizations.

2. Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
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3. General type of product sold and manufactured:

4. There has been no default in any contract completed or un-completed except as noted below:

- (a) Number of contracts on which default was made: _____
- (b) Description of defaulted contracts and reason therefor:

5. List banking references:

6. Upon request, will you within 3 (three) days file a detailed confidential financial statement?

Yes _____

No _____

Dated at _____

this _____ day of _____, 200 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)