



Request For Bid (RFB)

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390
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Bid Data

Bid Number: **70-18OCT05**
Commodity Title: **Automated Fuel Management System**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **TUESDAY, OCTOBER 18, 2005**
Time: **10:30 AM (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Johnson Building
601 E. Walnut, Room 209
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6th St. and Walnut St. 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, OCTOBER 18, 2005**
Time: **10:30 AM**
Location / Address: **Boone County Johnson Building Conference Room
601 E. Walnut, Room 213
Columbia, MO 65201**

Bid Contents

- 1.0: Introduction and General Terms and Conditions of Bidding**
- 2.0: Primary Specifications**
- 3.0: Response Presentation and Review**
- 4.0: Response Form
Standard Terms and Conditions
"No Bid" 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 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, 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 compare the lowest bid received with the current State contract pricing, and award in the best interest of 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. **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** – 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 the furnishing and installation of an Automated Fuel Management System as outlined below.
- 2.2. **GENERAL SPECIFICATIONS**
- 2.2.1. The proposed system shall be able to successfully integrate into existing operations at two (2) sites in Boone County. One site is located at 5551 Highway 63 South and is the Public Works Facility, and the other location is the Boone County Sheriff’s Department/ Boone County Jail located at 2121 County Drive. Location Maps are provided with these bid documents.
- 2.2.2. The current system in use at the above sites is a Gasboy system which utilizes a CFNII controller and mechanically controlled fuel pumping system. The Public Works facility utilizes four (4) pump units with two (2) hoses per pump. Two (2) hoses supply unleaded fuel and the other six (6) supply diesel. There are also three (3) card reader/keypad input stations located on 3 pump islands. Any card reader/keypad input station can activate any hose. The Sheriff’s/Jail facility has one (1) pump island with two (2) hoses and dispensed unleaded fuel. The location also has only one (1) card reader/keypad input station. Both sites utilize a Veeder-Root TLS-350 UST monitoring system.
- 2.2.3. The proposed system shall utilize current microprocessor technology and offer a wide variety of operational modes to provide versatility without special programming or engineering changes. The units shall be capable of being expanded and upgraded economically and easily.
- 2.2.4. The proposed system shall be capable of operating as a stand-alone fuel management system. It shall have the capability of interfacing with a variety of data processing equipment. The data processing equipment may be located remotely or on-site. In the remote mode, all commands and functions normally performed on-site through the data terminal shall be executed remotely. Remote connections may be relayed via phone line or by fiber optic network connection (preferred). The system shall also interface with the TLS-350 units to obtain tank volumes and other data provided by the units.
- 2.2.5. The system shall be listed by ETL, and comply with all other necessary, applicable local and national standards (such as the NEC – NFPA #70-2002, UFC, FCC Part 15, and UL 1238).
- 2.2.6. The system shall provide self-test and diagnostic utilities for start-up and troubleshooting.
- 2.2.7. The system shall be capable of utilizing “keys” to access the system for individual vehicles and have the capability of accepting an employee PIN to identify persons that fuel the vehicles.
- 2.3. **SYSTEM REQUIREMENTS**
- 2.3.1. The purpose of the system shall be to control dispensing equipment and provide accurate accounting of all fuel and related products being dispensed.
- 2.3.2. The system shall record data for each transaction in non-volatile memory and on a printer.
- 2.3.3. The system shall have the capability of user access by a programmable memory key, and manual entry of numbers via a keyboard.
- 2.3.4. Access to products shall be restricted to persons holding a valid key and who perform a predetermined series of data entry operations.
- 2.3.5. An internal electronic file shall hold data for each key and authorized user.
- 2.3.6. An authorized operator shall be able to check and/or change system operating parameters, as well as key and account data.
- 2.3.7. All system commands shall be menu-driven with on-screen “help” support for explanation of all functions. A single line command mode should also be available.
- 2.4. **SYSTEM COMPONENTS**
- 2.4.1. Outdoor Terminal – shall be contained in a weatherproof cabinet. A weatherproof pedestal for mounting the terminal shall be standard equipment. A total of four terminals shall be required in this bid. The terminal must be designed to prevent the buildup of ice/snow on entry space. The terminal shall be designed without a cover. The three (3) outdoor terminals at the Public Works facility will be able to control all eight (8) hoses located on three (3) islands. The terminal shall include the following features:
- 2.4.2. An easy to read, back-lit LCD with two(2) lines – 40 character capacity. Easily readable in bright sunlight.
- 2.4.3. A twelve-key mylar keyboard with audible (tone) feedback.
- 2.4.4. An “emergency stop” button to facilitate immediate termination of fueling in case of an emergency.

- 2.4.5. Each terminal shall be able to house up to 8 relays (1 per hose).
- 2.4.6. Fuel Site Controller – Shall have the capacity to control 8 hoses. Both mechanical and electronic pumps shall be controllable by the system.
- 2.4.7. Communication Protocol - between the Fuel site controller and the outdoor terminals should be RS485 and not exceed 5000 feet in wiring. This should not present a problem with the current facility set-up.
- 2.4.8. Communication Ports – two RS232 ports are required for communication with a host computer and the TLS-350. No more than a 50 foot cable is allowed for the connections.
- 2.4.9. Printer – a commercial grade transaction printer shall be supplied for each site.
- 2.4.10. Key encoder – an encoder will be provided that can be cabled to a newer PC utilizing Windows 2000/or Windows XP Professional OS to enable the user to format user keys. Software will be provided to enable key encoding.
- 2.4.11. The County will be soliciting a price for two (2) “autonomous (non-intervention) identification devices. The RF/Tag units will be utilized on two vehicles in order to evaluate cost effectiveness/ease of use/durability. The units shall provide information that is usually provided by a key and user input. The autonomous units will only utilize four (4) hoses at two (2) locations. Installation and training shall be included for the units. The vendor shall include a cost on the bid response sheet.
- 2.4.12. Vendor shall install a remote emergency pump shut off switches on the PW building near the fuel island and at the Sheriff’s Department near the Control Shed.
- 2.5. **SYSTEM SOFTWARE/HARDWARE CAPABILITIES**
- 2.5.1. Key file memory shall be flexible to maximize the amount of key records and transaction records that can be stored, based on the data stored for each card record. The system shall allow the operator to determine what data is stored for each key record. The system shall be flexible and provide expansion for memory upgrades if needed. The vendor will determine the memory needs for the system based on inspection of the current system and transaction amounts.
- 2.5.2. Each key record shall be capable of storing the following data: key number, key type (single, driver, vehicle), status (valid/invalid), account number, expiration date, monthly allocation, daily allocation, misc. keyboard entry, PIN, current odometer, odometer reasonability code, pump restrictions, quantity restriction level, driver name, language code.
- 2.5.3. Account File Memory – The system shall have, as standard, the capacity to store 10,000 account records. Each record shall contain: account number, status, account discount, expiration date, monthly allocation, quantity restriction level, pump restriction, account name.
- 2.5.4. Transaction Memory – The system shall have, as standard, the capacity to store transactions in non-volatile RAM. Each transaction shall contain: Sequential transaction number, transaction termination code, account name, driver key number (or PIN), vehicle key number, date and time, fuel type, pump number, quantity dispensed, unit price, total transaction extended price, odometer entry, misc. keyboard number, consumption factor miles/gal., receipt status.
- 2.5.5. Fuel Type Identification – the operator shall be able to specify and store the price and description of several products.
- 2.5.6. Clock/Calendar – the system shall keep an accurate accounting time and date, even in the event of a power failure. The date and time formats shall be user selectable. The system shall be able to automatically correct for daylight savings time.
- 2.5.7. Fuel Type Restrictions – The operator shall be able to create a table of several combinations, or levels, of authorized products. The operator shall then be able to assign a level number to each individual user or account group.
- 2.5.8. Quantity Restriction – The operator shall be able to create a table of several quantity restriction levels. The operator shall then be able to assign a level number to each individual user or account group to limit the amount of fuel dispensed for each transaction.
- 2.5.9. Open/Close – The system shall have the capability of being placed in either an “Open” or “Closed” mode by authorized personnel. Fueling is not allowed in the “Closed” mode.
- 2.5.10. Single or Dual Key Operation – The operator shall be able to program the system for keyless (manual entry via keyboard), single and/or dual key operation.
- 2.5.11. Personal Identification Numbers (PIN) – The system shall have the ability to recognize and verify up to a 6 digit PIN when entered at the Fuel Island Terminal. PIN’s can be randomly generated by the system or

individually programmed.

- 2.5.12. Pump Configuration – The operator shall be able to program and store operating parameters for each hose position. These parameters shall include:
 - 2.5.12.1. Pump Number – pump numbers for at least 8 hoses to be assigned to any available relay position.
 - 2.5.12.2. Fuel Type Number – Fuel type number and operator-selectable description on the product being dispensed by the pump.
 - 2.5.12.3. Tank Number – tank number to be used by the inventory program.
 - 2.5.12.4. Quantity of fuel per transaction limit.
 - 2.5.12.5. Total Transaction Time-out – The system shall be able to monitor a total transaction time, programmable for each hose between 1-999 seconds. The system shall turn off the pump if that time is exceeded.
 - 2.5.12.6. Pump Handle Time-out – The system shall monitor the time between authorization and activation of the pump handle which is programmable for each hose between 1-999 seconds. If the device is selected but the pump handle not activated by the user before the end of this period, the transaction shall be terminated
 - 2.5.12.7. First Pulse Time-out – The system shall monitor the time between the cativation of the pump handle and the receipt of the first pulse which is programmable for each hose between 1-999 seconds. The transaction shall be terminated if that time exceeds the programmed parameter.
 - 2.5.12.8. Missing Pulse Detector (MPD) Time-out – A “missing pulse detector” (MPD) shall be built into the circuit controlling each pump so that all power shall be removed from the pump if the pulses indicating fuel flow are not received at regular intervals. The length of the acceptable interval between pulses shall be programmable for each hose between 1-999 seconds.
 - 2.5.12.9. Pulser Divide Rate – The operator shall be able to program the system to assign 1-9999 pulses per unit of fuel measure.
 - 2.5.12.10. Pump Deactivation Sentry – The operator shall be able to program the system to automatically place a pump “out of service” after three (3) consecutive “zero quantity” fueling transactions occurring from that pump (zero quantity transactions may be an indication of a pump or pulser hardware failure). An “out of service”, or other operator defined message, pump shall be indicated on the Fuel Island Terminal display.
 - 2.5.12.11. Messaging – The system shall have the capability of displaying up to 100 different, operator defined messages at the Fuel Island Terminal for specific key or account numbers. The system shall have the capability to automatically clear messages after an operator – determined time period.
- 2.5.13. Key Status – The system shall have the capacity to allow driver and/or vehicle keys to be declared valid or invalid by authorized personnel.
- 2.5.14. Site Name – The system shall have the provision to program a 12 character site name into memory. This is used when accessed via modem.
- 2.5.15. Pump and Product Totals – The system shall have the capacity to accumulate individual pump and product totals as well as track each pump totalizer. The operator shall be able to enter an initial pump totalizer number into the system for each pump. This number will be incremented by the system when product is dispensed and can be checked against the pump’s totalizer to determine the accuracy and working status of the pulser.
- 2.5.16. Inventory Control – The operator shall be able to program into system memory up to 3 tank inventory balances. The inventory balance for each product shall be reduced automatically as each fueling transaction occurs. The operator shall be able to change this number to accommodate fuel deliveries. The system shall be capable of displaying, on demand, the current inventory amount for each individual tank. If possible tank volumes can be obtained automatically from the TLS-350 units. The bidder will indicate on the bid response if this is possible.
- 2.5.17. Manual Operation – The operator shall have the ability to place pumps in a “manual” mode, allowing manual operation of the pumps (with out entering key). This can be done directly, through the programming terminal, or remotely via modem.
- 2.5.18. Display Prompts – All fuel island terminal display prompts shall be programmable by the operator. The system shall use a set of standard default prompts at startup.
- 2.5.19. Password – The operator shall be able to program a six(6) character, alphanumeric password that must be entered correctly to gain access to the system either directly or via modem.
- 2.5.20. Pump Handle Monitor – The system shall monitor the pump handle to insure that it was turned to the “Off” position before the pump can be reactivated.

- 2.5.21. Passthrough Port – The system shall have the capability of passing modem communications through to another Passthrough Communications port RS/232 device.
- 2.5.22. Odometer Reasonability – The system shall have the capability of checking on odometer entry against the last odometer entry plus the authorized range allowed for the vehicle. The system shall be able to either record an error or deny access to fuel for an odometer entry that is not within the correct range.
- 2.6. **Reports** – The system shall have the capability to generate reports. The operator shall be able to access these reports, on-demand, via the data terminal. The system shall be able to display or print report data at the user’s discretion. Reports produced are but not limited to: System information reports (System status, Fuel Island Terminal status, pump configuration data), Transaction data report, Key information report, Account information report, Pump totals and Totalizer report, Inventory report, and Product totals report.
- 2.7. **ASCII file Output** – The system shall be capable of exporting a transaction file for use in a fleet maintenance software. The software shall give the user an option to purge data manually to avoid duplicate transaction records when read by the fleet software. The file shall be stored on a network drive accessible by other users utilizing the Fleet maintenance software. A record layout of the ASCII file shall be submitted with the bid. The County will submit the file to the Fleet Maintenance Software Company to gauge compatibility.
- 2.8. **Delivery and Installation** – The product will be “turn-key” meaning that all systems installed will be tested and the County is trained in the use of the fuel management system. All items provided shall be installed in a timely manner with little interruption to business-as-usual. A detailed installation plan shall be provided with the submittal of this bid. Also the vendor is required to attach a list of customers, with contact names and telephone numbers, which have acquired similar systems within the past 3 years.
- 2.9. **Demonstration** - Due to the complexity of the fuel management system, it may be necessary to demonstrate to the County a sample system. If there is a site that is within reasonable driving range from the County, the vendor will set up a site visit at the County’s request.
- 2.10. **Training** – the vendor will provide in-depth training to at least 3 employees that will serve as system administrators. Training shall include instruction in programming, maintaining, and repair of all phases of the system hardware and software. The vendor will detail training schedules in the bid response.
- 2.11. **Service/Support Contract** – Vendor will include, if offered, any service contracts and yearly fee schedules for support. The vendor shall attach the information to the bid submittal.
- 2.12. **Pre-Construction Meeting** – The Vendor and County shall agree on a date to meet prior to installation to discuss items relating to construction including scheduling, and impact to operations.
- 2.13. **WARRANTY:** Bid prices will include standard factory warranty with warranty information included with the bid response.
- 2.14. **PREVAILING WAGE RATES** – The 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 workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. 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. **The current prevailing wage order #12 is to be used.** 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. The current prevailing wage is available on our website at www.showmeboone.com/purchasing.
- 2.15. **DESIGNEE** – Boone County Public Works, Maintenance Operations Division, Greg Edington, Fleet Operations Superintendent, 5551 Highway 63 South, Columbia, MO 65201. Telephone 573-449-8515, ext. 226.
- 2.15.1. **Contact** - Heather Turner, Buyer, 601 E. Walnut, 2nd Floor, Columbia, MO 65201. Telephone (573) 886-4392 or Facsimile (573) 886-4390 or Email: hturner@boonecountymo.org
- 2.16. **DELIVERY** – The system will be delivered with Bill of Sale, Invoice, and the Owner’s/Parts Manual.
- 2.16.1. **Delivery Terms** – FOB-Destination. Boone County Public Works Department, Maintenance Operations Division, 5551 Highway 63 South, Columbia, MO 65201. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.17. **ADDITIONAL TERMS AND CONDITIONS:**
- 2.17.1. Bid evaluation will be based on quality, references, reliability, delivery time ARO, other items submitted with the bid response, and cost. Quality and reliability may be determined by using information contained in

- product reviews from established publications or references from other clients.
- 2.18. **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. The County must carry an A-6 or better rating as listed in the A.M. Best or Equivalent Rating Guide.
- 2.18.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor.
Worker’s 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 Worker’s 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.
- 2.18.2. **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 per project limit for any one occurrence 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri 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.
- 2.18.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this 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; and both on and off the site of work.
- 2.18.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, 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. The minimum amounts of such insurance will be \$1,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.18.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri 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.
- 2.18.6. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, 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.

- 2.19. **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.
- 2.20. **LIEN WAIVERS** – Prior to the release of Contract amount, the Contractor shall file with the County the following:
1. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the Contract;
 2. Lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
 3. Lien waivers signed by each Sub-Contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.21. **BID BOND** – A certified check, treasurer’s check, cashier’s check, or bidder’s bond must accompany this bid and be made payable to the County for five percent of the **AMOUNT OF THE BID**. If this bid is accepted and the undersigned fails to execute the contract and furnish a contract bond as required, then the bid bond shall be forfeited to the County.
- 2.22. **PERFORMANCE AND LABOR AND MATERIALS PAYMENT BONDS** – Upon award of the contract, the successful contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full contract price, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, and payment of all labor, material, and other bills made in carrying out this contract.
- 2.23. **DEVIATION(S)** - It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be sufficient or acceptable as proper identification of deviations from the written specifications.

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 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." Manufacturer's published specifications for the items requested shall be included with the response.
- 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. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
 - 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 informalties 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 County use.
 - 3.5.3. **Endurance of Pricing** – Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 4.1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax Number: _____
- 4.6. Federal Tax ID: _____

- 4.6.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.7. PRICING

	<u>Unit Price</u>	<u>Qty</u>	<u>Extended Price</u>
4.7.1. Fuel System Per Section 2.	\$ _____	1	\$ _____
4.7.2. Autonomous RF/Tag Vehicle ID Units	\$ _____	2	\$ _____
4.7.3. Keys	\$ _____	250	\$ _____
4.7.4. TOTAL			\$ _____

4.8. Response to 2.5.16.

Bidder must include the following with their bid response: (1) report samples of each type, (2) ASCII file layout, (3) product specifications, (4) delivery and installation plan, (5) service contract information, (6) statement of bidder’s qualifications, (7) reference form, and (8) training schedule.

4.10. Describe Warranty Features:

4.11. Describe Any Deviations

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):

_____ Date: _____
Print Name and Title of Authorized Representative

4.12. 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

4.13. Delivery ARO: _____ Installation Time: _____

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

1. **Reference #1**

Individual Name: _____

Company Name: _____

Address: _____

Telephone: _____

2. **Reference #2**

Individual Name: _____

Company Name: _____

Address: _____

Telephone: _____

3. **Reference #3**

Individual Name: _____

Company Name: _____

Address: _____

Telephone: _____

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
------	-----------	--------------------	-------------------

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 therefore:

5. List banking references:

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

Yes _____

No _____

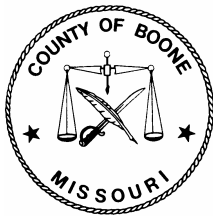
Dated at _____

this _____ day of _____, 200 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)



Standard Terms and Conditions

Boone County Purchasing
601 E. Walnut, Room 209
Columbia, MO 65201

Heather Turner, Buyer
573/886-4392 - FAX 573/886-4390

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Quotation 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 quotation 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.
13. 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.

Boone County Purchasing
Heather Turner
Buyer



601 E. Walnut-Room 209
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

“NO BID” RESPONSE FORM

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

Bid Number 70-18OCT05

(Business Name)

(Date)

(Address/P.O. Box)

(Telephone)

(City, State, Zip)

(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

(Fold Here Second – Then Seal With Tape)

Boone County Purchasing Department
601 E. Walnut Street, Room 209
Columbia, MO 65201-4460

Place
Stamp
Here

Boone County Purchasing Department
601 E. Walnut Street, Room 209
Columbia, MO 65201-4460

Bid Number: 70-18OCT05

Vendor Name: _____

(Fold Here First)