



**Request for Bid (RFB)**

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

**Melinda Bobbitt, CPPB, Director**  
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**Bid Number: 52-27JUN06**  
Commodity Title: **Repair Work to Hail Damaged Commercial Buildings**

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

Day / Date: **WEDNESDAY – June 14, 2006**

Time: **9:00 A.M. C.S.T**

Location **Boone County Purchasing Department**  
**Boone County Johnson Building**  
**601 E. Walnut, Conference Room 213**  
**Columbia, MO 65201**

***Bid Submission Address and Deadline – Bid Closing & Opening***

Day / Date: **TUESDAY – June 27, 2006**

Time: **10:30 A.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 6<sup>th</sup> 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 Contents***

- 1.0: Introduction & General Conditions of Bidding
  - 2.0: Primary Specifications
  - 3.0: Response Presentation and Review
  - 4.0: Response Form
- Standard Terms and Conditions  
Statement of Bidder's Qualifications  
Prevailing Wage Order Number 12  
Performance Bond  
Labor and Material Payment Bond
- Attachment – Exhibit A Insurance Estimate for Repair of Hail Damage  
Exhibit B Debarment Certification

## **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.

## 2. Primary Specifications

- 2.1. **SCOPE OF WORK** – The County of Boone is seeking bids for **repair work for four hail damaged commercial buildings** to consist of: 1) **Public Works South Facility** – damage to roof vents, a/c condenser, awning; 2) **Public Works North Facility** - damage to vents and gutters; 3) **Reality House** – damage to metal panels and roof vents. 4) **Boone County Health Department** - impact damage to the awning, TPO roof, a/c condensers, and soft metals on the roof. The bid price will include any and all labor and material necessary to complete repairs to these buildings.
- 2.1.1. **Work Schedule:** On-site work shall be performed on **Monday through Friday** during normal business hours from 7:00 a.m. to 5:00 p.m. and date/time scheduled with Facilities Maintenance Manager. Any deviation from the date/time schedule shall be approved by the Facilities Maintenance Manager.
- 2.1.2. **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.
- 2.1.3. **PRE BID CONFERENCE:** A pre-bid conference is scheduled for Wednesday, June 14, 2006 at 9:00 a.m. at the Boone County Johnson Building, 601 E. Walnut, Conference Room 213, Columbia, MO 65201. Upon completion of the pre-bid conference, a site tour will be conducted.
- 2.1.3.1. 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.
- 2.1.3.2. 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. **SCOPE OF WORK** – Information provided within regarding repair work and damage estimates (and attached Exhibit A) was provided to the County by our insurance estimator. This information does not relieve Contractor's responsibility for verification of existing conditions.
- 2.2.1. **Public Works South Facility –**
- 2.2.1.1. **Location:** 5551 Highway 63 South, Columbia, MO 65201
- 2.2.1.2. **Description:** A maintenance building for the Public Works Department. This building is a metal structure building with a TPO rubberized roof. The damage to this building consists of damage to roof vents; a/c condenser on north elevation is damaged severe enough that a repair is not possible; the south elevation a/c condenser can be repaired by combing the condenser; and the awning over the front entry way sustained cosmetic damage to the metal panels.
- 2.2.2. **Public Works North Facility -**
- 2.2.2.1. **Location:** 5501 Oakland Gravel, Columbia, MO 65202
- 2.2.2.2. **Description:** A maintenance building for the Public Works Department. This building is a metal pole framed building with metal siding and a TPO rubberized roof. Damage to this building consists of damage to the soft metals (vents and gutters) on the roof and elevations.
- 2.2.3. **Reality House -**
- 2.2.3.1. **Location:** 1900 Prathersville Road East, Columbia, MO 65202
- 2.2.3.2. **Description:** This is a brick structure building with a metal roof. This building has had several additions added on to it over the years. One of the additions is a flat roof with rolled roofing and the other addition has standing seam metal roofing. The damage to the metal roofs consists of cosmetic damage to the metal panels and roof vents. The flat roof has composite rolled roofing that sustained bruising to the composition.

- 2.2.4. **Boone County Health Department -**
- 2.2.4.1. **Location:** 2005 W. Worley, Sandord Kimpton Building, Columbia, MO 65202
- 2.2.4.2. **Description:** This is a masonry constructed building with a flat TPO roof. The south and west elevations have an awning/canopy that runs along the majority of these elevations.
- 2.2.5. **Exhibit A –**  
Exhibit A is the insurance estimator’s required repairs for each location.
- 2.2.5.1. The Work comprises complete construction required by Contract Documents for Boone County buildings described within, and includes all labor and material necessary to produce such construction. Construction Work shall be bid per building.
- 2.2.6. **CONSTRUCTION SUBMITTALS:**
- 2.2.6.1. **Submittal Procedure:**
- 2.2.6.1.1. Submittal form (Attached Response Form) shall identify project, contractor, subcontractor or supplier, and pertinent Contract Document references.
- 2.2.6.1.2. Apply contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of Work and Contract Documents.
- 2.2.6.1.3. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- 2.2.6.1.4. Submit the number of opaque reproductions that contractor requires, plus three copies that will be retained by Boone County.
- 2.2.6.1.5. Construction submittals to be submitted to Facilities Maintenance Manager for review for limited purpose of checking for conformance with information given and design concept expressed in contract documents.
- 2.2.6.1.6. Construction submittals shall be submitted after pre-construction conference and before ordering material for consultant's benefit as contract administrator or for County.
- 2.2.7. **CONTRACTOR USE OF PREMISES**
- 2.2.7.1. **Limit use of site and premises to allow following:**
- 2.2.7.1.1. County occupancy.
- 2.2.7.1.2. Work by County’s separate contractors.
- 2.2.7.1.3. Use of site and premises by public.
- 2.2.7.1.4. Storage of contractor’s material, equipment, and tools is limited to primary area of construction activity, as determined by County.
- 2.2.7.1.5. Access to site is limited to locations determined by County.
- 2.2.7.1.6. Limit construction operations to areas noted on Drawings.
- 2.2.7.1.7. Restrict construction activity to hours determined by County.
- 2.2.7.1.8. Minimize disruption and inconvenience to publics’ use of adjacent areas.
- 2.2.7.1.9. Do not obstruct existing access and egress from adjacent site facilities.
- 2.2.7.1.10. 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.
- 2.2.8. **Contractor’s Duties**
- 2.2.8.1. Bidders shall visit the site and familiarize themselves with all conditions surrounding the work so that any discrepancies between the plans and the site are included in the bid.
- 2.2.8.2. 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.
- 2.2.8.3. 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 for the Public Works North Facility, South Facility and Reality House. A City of Columbia permit will be required for the Boone County Health Department. Contractor shall schedule project inspections as required.
- 2.2.8.4. 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.
- 2.2.8.5. 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.
  - 2.2.8.6. Contractor must provide all Material Safety Data Sheets prior to use of any hazardous material on the site.
  - 2.2.8.7. Comply with national, state, and local codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on performance of work.
  - 2.2.8.8. 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 and other repair work.
  - 2.2.8.9. Contractor to have sole responsibility for accuracy of all measurements and for estimate of material quantities required to satisfy requirements of Contract Documents.
  - 2.2.8.10. Contractor shall be responsible for removing and replacing any concrete injured.
  - 2.2.8.11. Contractor shall be required to remove all waste and debris and leave site neat and clean AT THE END OF EACH work day.
  - 2.2.8.12. Contractor shall provide appropriate warning signs during the project to insure public safety.
  - 2.2.8.13. Submit shop drawings for such equipment and material as the Facilities Maintenance Manager may require for his review. Facilities Maintenance Manager's review must take place before construction begins.
  - 2.2.8.14. Contractor shall submit requests for substitutions in writing to the Facilities Maintenance Manager.
  - 2.2.8.15. "Record" drawings shall be provided by the Contractor if installation deviates from the original layout.
  - 2.2.8.16. The Contractor shall maintain a careful and complete record of all items installed including exact sizes and locations and upon completion of his work turn over to the County, a complete set of "as-built" reproducible drawings on Mylar of his work.
  - 2.2.8.17. The entire installation shall be performed by licensed Contractors.
- 2.2.9. **REQUIREMENTS**
- 2.2.9.1. **Construct Work to accommodate County's occupancy requirements during construction period.**
- 2.2.9.1.1. County will occupy existing facility during entire construction period for conducting County's normal operations.
  - 2.2.9.1.2. Cooperate with County to minimize conflict, and to facilitate County's operations.
  - 2.2.9.1.3. Coordinate construction schedule and operations with County.
- 2.2.9.2. **Cooperate with County to minimize conflict and to facilitate County's operations, including but not limited to the following.**
- 2.2.9.2.1. Maintain existing facility free from construction debris, waste, dirt and dust.
  - 2.2.9.2.2. Do not allow existing facility equipment and services to become non-operational due to construction activity.
  - 2.2.9.2.3. Do not allow access to Site and existing facility to become blocked by construction activity.
- 2.2.10. **DELIVERY, STORAGE, AND HANDLING**
- 2.2.10.1. Store materials in their original tightly sealed or unopened containers clearly labeled with manufacturer's brand name and identifying reference numbers.
  - 2.2.10.2. 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.
  - 2.2.10.3. Remove materials damaged from handling or storage, including damaged material such as wet insulation.
  - 2.2.10.4. Comply with fire and safety regulations.
- 2.2.11. **PROJECT CONDITIONS**
- 2.2.11.1. Apply roofing in dry weather.
  - 2.2.11.2. 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.

- 2.2.11.3. Roof surface shall be free of ponding water, ice, or snow before installing new roof system.
- 2.2.12. **HAZARD CONTROL**
- 2.2.12.1. Store volatile materials in covered metal containers.
- 2.2.12.2. Prevent accumulation of wastes, which create hazardous conditions.
- 2.2.12.3. Provide adequate ventilation during use of volatile or noxious substances.
- 2.2.13. **Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.**
- 2.2.13.1. Do not burn or bury rubbish and waste materials on project site.
- 2.2.13.2. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner in storm or sanitary sewers.
- 2.2.13.3. Do not dispose wastes into streams or waterways.
- 2.2.13.4. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- 2.2.13.5. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- 2.2.13.6. At reasonable intervals during progress of Work, clean site and public properties, and dispose of waste materials, debris, and rubbish.
- 2.2.13.7. Provide on-site containers for collection of waste materials, debris, and rubbish.
- 2.2.13.8. Remove waste materials, debris, and rubbish from site and legally dispose of at public or private dumping area, off County's property.
- 2.2.13.9. Schedule cleaning operations so dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- 2.2.13.10. County will assume responsibility for cleaning as of County's final acceptance of project.
- 2.2.13.11. At no time shall removed roofing, insulation, or other material be stored at job site overnight.
- 2.2.14. **GUARANTY**
- 2.2.14.1. Provide a two-year Contractor's guaranty on form provided in these Documents.
- 2.2.14.2. The Contractor shall guarantee all materials, equipment, and workmanship for a period of (1) year after the final acceptance by the Facilities Maintenance Manager, and he shall replace at his own cost any defective materials, equipment or workmanship which shall prove to be defective within the guaranteed period.
- 2.2.15. **PRODUCTS**
- 2.2.15.1. **MANUFACTURERS**
- 2.2.15.1.1. Provide primary roofing products including each type of roofing felt, bitumen, and flashing, successfully produced by a manufacturer, which has produced that type of product for not less than five years. Provide secondary products recommended by primary manufacturer.
- 2.2.15.1.2. Install materials that are compatible with existing conditions and with each other.
- 2.2.15.1.3. No product shall contain asbestos.
- 2.2.16. **EXECUTION**
- 2.2.16.1. To perform Work of this section, not less than five years of successful experience in installation of roofing systems and other repair work described within similar to those required for this project is required.
- 2.2.16.2. Maintain full-time supervisor/foreman at job site when Work in progress.
- 2.2.16.3. **Sub-Contractors:** Contractor may subcontract services to be performed hereunder with the prior approval of the County, which shall not unreasonably withhold approval. No such approval will be construed as making the County party of, or to, such subcontract, nor shall approval be construed as subjecting the County to liability of any kind to any Subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of its liability and obligation under this Contract; and despite such subcontracting the County shall deal through the Contractor, and Subcontractors will be dealt with as workmen and representatives of the Contractor. It is the Contractor's responsibility to ensure that proved Subcontractors have achieved the same insurance liability coverage as the Contractor.
- 2.2.17. **INSPECTION**
- 2.2.17.1. Upon completion of the installation, an inspection shall be made by a Boone County representative and or the County insurance estimator to ascertain repair work has been completed according to

estimator's specifications.

2.2.18. **CLEAN UP AND DAMAGE REPAIR**

2.2.18.1. Existing items, structures or areas damaged during the course of construction work to be repaired/restored to a condition equal or better than it was before commencement of work.

2.3. **SPECIAL CONDITIONS**

2.3.1. **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](http://www.showmeboone.com/purchasing).

2.3.2. **INSURANCE REQUIREMENTS:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such 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. Insurance limits indicated below may be lowered at the discretion of the County.

2.3.2.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** 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 for.

2.3.2.2. **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 and any subcontractor performing work covered by this contract, 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 for any subcontractor 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. 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.

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 \$2,000,000.00 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.

2.3.2.3. **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.

- 2.3.2.4. **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, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.3.3. **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.
- 2.3.4. **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.
- 2.3.5. **LIEN WAIVERS:** Prior to the release of contract amount, contractor shall file with the County the following:
- a) 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;
  - b) Lien waivers signed by each supplier furnishing materials to the project releasing all claims to said materials;
  - c) Lien waivers signed by each sub-contractor furnishing labor to the project releasing all claims against Boone County for said labor.
- 2.3.6. **PAYMENT:** This will be a lump sum payment contract upon acceptance by Boone County. Vendor must submit an invoice and charges must only include prices listed in the vendor'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.
- 2.3.6.1. **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.
- 2.3.7. **BID BOND:** Bidder shall include with bid a certified check, Treasurer's check or cashier's check,



or a bidder's bond payable to the County of Boone for five (5) percent of AMOUNT OF BID. If this bid is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the bid guaranty shall be forfeited to the County. [Bid guaranties will be returned as per Section 103.3, "Missouri Standard Specifications for Highway Construction dated 1999"](#).

- 2.3.8. **LABOR AND MATERIAL PAYMENT BOND:** Contractor shall return Payment and Labor and Material Bond with signed contract.
- 2.3.9. **DESIGNEE:** Boone County Facility Maintenance, Ken Roberts, Manager, 601 E. Walnut Street, Room 206, Columbia, MO 65201. (573) 886-4400.
- 2.3.10. **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](mailto: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. **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.**

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- 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 – Weekday Work Schedule – Monday – Friday – 7:00 a.m. – 5:00 p.m.**

- 4.7.1. Public Works South Facility::
- 4.7.2. Public Works North Facility:
- 4.7.3. Reality House:
- 4.7.4. Boone County Health Department
- 4.7.5. **GRAND TOTAL (4.7.1. + 4.7.2. + 4.7.3. + 4.7.4.)**

4.8. List any proposed sub-contractors:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.9. Work will begin on these project(s) \_\_\_\_\_ days after receipt of Notice to Proceed.

4.10. Work will be completed \_\_\_\_\_ days after receipt of Notice to Proceed.

4.11. Bid Bond Included: \_\_\_\_ Yes \_\_\_\_ No

4.12. Statement of Bidder’s Qualifications Included? \_\_\_\_ Yes \_\_\_\_ No

4.13. **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.

4.13.1. Authorized Representative (Sign By Hand):  
\_\_\_\_\_

4.13.2. Type or Print Signed Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

4.14.1. **Reference #1**

Individual Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

4.14.2. **Reference #2**

Individual Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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

4.14.3. **Reference #3**

Individual Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

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

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



**Boone County Purchasing**

601 E. Walnut, Room 208

Columbia, MO 65201

**Melinda Bobbitt, Director**

Phone: 573/886-4391 - FAX 573/886-4402

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***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:

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

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization(s)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title of person signing)

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held  
and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the  
amount of \_\_\_\_\_ Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract  
with Owner for:

**BID NUMBER 52-27JUN06**  
**Repair Work to Hail Damaged Commercial Buildings**  
Proposed Project Locations:

Public Works North Facility  
5501 Oakland Gravel Rd.  
Columbia, MO 65202

Boone County South Facility  
5551 Hwy. 63 South  
Columbia, MO 65201

Reality House  
1900 Prathersville Rd. East  
Columbia, MO 65202

Boone County Health Department  
Sandord Kimpton Building  
2005 W. Worley  
Columbia, MO 65202

**BOONE COUNTY, MISSOURI**

In accordance with specifications prepared by the County of Boone Purchasing Department, which  
contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall  
promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages  
and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing  
wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void;  
otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.



Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_,  
\_\_\_\_\_,  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for

**BID NUMBER 52-27JUN06**

**Court House Roof Repairs**

Proposed Project Location:

Public Works North Facility  
5501 Oakland Gravel Rd.  
Columbia, MO 65202

Boone County South Facility  
5551 Hwy. 63 South  
Columbia, MO 65201

Realty House  
1900 Prathersville Rd. East  
Columbia, MO 65202

Boone County Health Department  
Sandord Kimpton Building  
2005 W. Worley  
Columbia, MO 65202

**BOONE COUNTY, MISSOURI**

in accordance with specifications prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

CONTRACTOR \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_

(Attorney-In-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

**EXHIBIT B**

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

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Date