



## Request for Bid (RFB)

Boone County Purchasing  
613 E. Ash Street, Room 108  
Columbia, MO 65201

**Tyson Boldan, Buyer**  
(573) 886-4392 – Fax: (573) 886-4390  
Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

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**Bid Number: 50-11NOV11**  
**Commodity Title: Grading MKT Trail**

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

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#### ***Bid Submission Address and Deadline – Bid Closing***

Day / Date: **Friday – November 11, 2011**  
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**

Location / Mail Address: Boone County Purchasing Department  
Boone County Purchasing Office  
613 E. Ash, Room 109  
Columbia, MO 65201

Directions: The Purchasing Office is located on the Northeast corner at 7<sup>th</sup> and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

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#### ***Bid Opening***

Day / Date: **Friday – November 11, 2011**  
Time: **10:30 A.M. C.S.T.**

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#### ***Bid Contents***

- 1.0: Introduction & General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form  
Debarment Certificate  
Certification of Individual Bidder  
Affidavit  
Work Authorization Certification  
Standard Terms and Conditions  
Statement of Bidder's Qualifications

**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 from January 1, 2012 through December 31, 2012, and may be automatically renewed for an additional three (3) 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.

Department

**2. Primary Specifications**

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- 2.1. **ITEMS/SERVICES 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 Term and Supply contract for the furnishing of labor and equipment for grading of Boone County’s portion of the MKT Trail, 3662 Scott Boulevard, Columbia, Missouri, and occasional grading and excavating work at other Boone County Properties.
  - 2.1.1. **Scope of Work** – Provide labor and equipment to perform grading leveling and compacting of surface rock and culvert work on the 4.2 miles of MKT trail and at other facilities owned by Boone County Government. The County estimates that grading of the trail will be required two times per year in the spring and in the fall. The County anticipates each occurrence to be approximately one to two days in duration. Ditching and other related work will be on an as needed basis. These estimates do not imply a guaranteed amount of work. The County will determine the frequency and extent of the work and reserves the right to use other methods to accomplish the work as it deems appropriate. The County will provide rock hauled by in-house staff or another vendor.
  - 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.
  - 2.1.2.1. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract renewal period expiration if it is deemed to be in the best interest of Boone County.
  - 2.1.3.3. **Inspection of Facilities:** It is the bidder’s responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities.
  - 2.1.4. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
  - 2.1.5. **Contractor Qualifications and Experience:** The Contractor to whom a Grading Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
  - 2.2. **TECHNICAL SPECIFICATIONS:**
  - 2.2.1. **Motor Grader and Operator** - Motor Grader shall be equivalent in size and performance to a Caterpillar 140 with a minimum 10’ blade.
  - 2.2.2. **Tractor with 8-foot Box Blade and Operator** – Tractor shall be equivalent to a Ford 9N and shall be equipped with a 3-point hitch. The width of the Box Blade must be 8’ since the equipment must be able to cross narrow bridges.
  - 2.2.3. **Roller and Operator** – Smooth drum vibratory roller shall be equivalent to a Dynapac CC122.
  - 2.2.4. **Backhoe and Operator** – Backhoe shall be equivalent to a John Deere 310 with standard front loader and backhoe buckets.
  - 2.2.5. **Mobilization** – Mobilization fees shall cover all costs associated with transporting scheduled labor and equipment to and from the site for each event. An event is work conducted within one day or consecutive workdays. Workdays planned to be consecutive but interrupted by weather, mechanical breakdown, contractor scheduling conflicts, or other occurrences beyond the control of the County will count as one event. Contractor shall bid a unit price per mile for mobilization. The County shall calculate the mobilization fee for

each piece of scheduled equipment by multiplying the contract rate and the round-trip mileage from contractor's shop to the job site. For purposes of this bid, contractor shall indicate the round-trip mileage to the MKT trail terminus at McBaine. If the work site is another County facility, the County shall calculate fees according to the bid unit price per mile and actual round-trip mileage. Equipment may be stored overnight on site by prior arrangement with the Manager of Facility Maintenance. County assumes no liability for equipment stored on site or while in use.

- 2.2.6. **Compensation** – Compensation at the hourly rate will begin when work commences on site. County will compensate for actual hours worked by each piece of equipment according to the contract rate. County will not compensate while equipment is on standby. Compensation for equipment in use will include time for delays incidental to the work such as waiting for materials or for staff to move signs. County will **guaranty a minimum payment of two hours** provided that the County requested the equipment to be on site and that the equipment and operator was available for service.
- 2.2.7. **Hours of Work** – Hours of work must be coordinated with the Manager of Facility Maintenance before commencement. Work will begin within seven calendar days of notification unless otherwise arranged. The County anticipates most work to be done between the hours of 6:00am to 6:00pm, Monday through Friday. The County will pay a premium rate for hours greater than eight hours in any given workday or for weekend work.
- 2.2.8. **Work Zone Signage** - Contractor is responsible for all signage or barriers. Minimum signage shall be 36" square with black letters placed on the diagonal on an orange field warning of work ahead placed on stands at each end of the trail and within 500 feet each direction of the work zone. County staff will be available to assist with the signage and flagging.

2.3. **CONTRACTOR'S RESPONSIBILITIES -**

- 2.3.1. Contractor shall provide well-maintained equipment and skilled operators.
- 2.3.2. Contractor shall provide all fuel for the equipment and all repair work to the equipment.
- 2.3.3. Contractor shall coordinate all work with the Manager of Facility Maintenance.
- 2.3.4. Contractor shall follow all state, federal, and local requirements unless these specifications note exceptions.
- 2.3.5. Contractor shall exercise caution when working near marked utilities. County will schedule underground utility locates before any excavation work.
- 2.3.6. Contractor shall repair or make satisfactory restitution for any damage to the property of others.
- 2.3.7. Contractor shall be aware that pedestrians and bicyclists will be using the trail and take necessary precautions and minimize inconvenience.
- 2.4. **PREVAILING WAGE** – This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.5. **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.
- 2.5.1. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, 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 \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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.

- 2.5.2. **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.

- 2.5.3. **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.
- 2.5.4. **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.
- 2.6. **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.
- 2.7. **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.

2.8. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:

1. Name of the County location where work was performed.
2. Date(s) work performed.
3. Itemized list of material, if any.
4. Itemized cost of material, if any.
5. Labor cost per hour.

If the above information is not noted on the invoice, it will be returned to Contractor for additional information before payment can be made.

2.8.1. Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 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.

2.9. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, 4 days prior to bid opening, to Tyson Boldan, Buyer. Boone County Purchasing, 613 E. Ash, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: [tboldan@boonecountymo.org](mailto:tboldan@boonecountymo.org)

2.10. **Designee** – Bob Davidson, Manager of Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460

2.11 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

**3. Response Presentation and Review**

- 3.1 **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A."
- 3.1.2 **Submittal Of Responses** – Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the United States Postal Service or any other mail carrier.
- 3.1.3 **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number and the due date and time.**
- 3.1.4. **Advice of Award - 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 **ACCEPTANCE, REJECTION OR CORRECTION OF RESPONSES** – The County reserves the right to accept or reject any and all bids in the best interest of the County. 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. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5. **ENDURANCE OF PRICING** – Bidder's pricing must be held until award or 60 days, whichever comes first.



Department

**4. Response Form**

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

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

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

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

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

4.6. E-Mail Address: \_\_\_\_\_

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

4.7.1.  Corporation

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

Individual/Proprietorship - Individual Name \_\_\_\_\_ (If Individual, Bidder must complete Certification of lawful presence in U.S. on attached form).

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

4.8. **We propose to furnish the equipment/material/service as indicated in this Bid Blank, provided to the County of Boone – Missouri, to include any and all labor, fuel, parts and equipment required to perform the work described in Section 2 of this bid request for the price(s) quoted below. All equipment/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.**

Mobilization				
a	b	c	d	e
Equipment	Estimated Events per Year	Mileage – Round-trip to MKT Trail	\$ per mile	Total \$ (b x c x d)
Motor Grader	2			
Tractor w/8' Box Blade	2			
Compaction Roller	2			
Backhoe	1			
Skid Steer Loader Case 90XT	1			
Bobcat	1			
CAT D-5 Dozer/Loader	1			
Single Axle Dump Truck (8-9 ton loads)	1			

Tandem Axle Dump Truck (14-16 ton loads)	1			
Flatbed Single Axle Dump Truck (5-7 ton loads)	1			
One Ton Dually Flatbed Dump Truck (2-3 ton loads)	1			
				<b>Total \$ for Mobilization</b>
				\$ _____

**Hourly Rates:**

a	b	c	d	e
Equipment	Estimated Hours per Year	Standard Rate \$/hour (equipment w/operator)	Premium Rate \$/hour (equipment w/operator)	Total \$ (b x c)
Motor Grader	32			
Tractor w/8' Box Blade	32			
Compaction Roller	32			
Backhoe	8			
Skid Steer Loader Case 90XT	8			
Bobcat	8			
CAT D-5 Dozer/Loader	8			
Single Axle Dump Truck (8-9 ton loads)	8			
Tandem Axle Dump Truck (14-16 ton loads)	8			

Flatbed Single Axle Dump Truck (5-7 ton loads)	8			
One Ton Dually Flatbed Dump Truck (2-3 ton loads)	8			
<b>Total \$ for labor and equipment</b>				
\$ _____				

<b>TOTAL PRICE ALL WORK:</b> \$ _____
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4.8. *Statement of Bidder's Qualifications* Included?  Yes  No

4.9. Maximum % Increase 1<sup>st</sup> Renewal Period: \_\_\_\_\_%

Maximum % Increase 2<sup>nd</sup> Renewal Period: \_\_\_\_\_%

Maximum % Increase 3<sup>rd</sup> Renewal period: \_\_\_\_\_%

4.10. 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

4.11. **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 Invitation 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 **WORK AUTHORIZATION CERTIFICATION** – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification Form attached hereto.

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

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

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

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

4.12.1. **Reference #1**

4.12.1.1. Individual Name: \_\_\_\_\_

4.12.1.2. Company Name: \_\_\_\_\_

4.12.1.3. Address: \_\_\_\_\_

4.12.1.4. Telephone: \_\_\_\_\_

4.12.2. **Reference #2**

4.12.2.1. Individual Name: \_\_\_\_\_

4.12.2.2. Company Name: \_\_\_\_\_

4.12.2.3. Address: \_\_\_\_\_

4.12.2.4. Telephone: \_\_\_\_\_

4.12.3. **Reference #3**

4.12.3.1. Individual Name: \_\_\_\_\_

4.12.3.2. Company Name: \_\_\_\_\_

4.12.3.3. Address: \_\_\_\_\_

4.12.3.4. Telephone: \_\_\_\_\_

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

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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Name and Title of Authorized Representative

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Signature

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Date



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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

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

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

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

My Commission Expires:

**WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL BIDS IN EXCESS OF \$5,000.00)**

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

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_  
 \_\_\_\_\_(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

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

\_\_\_\_\_  
 Affiant Date  
 \_\_\_\_\_  
 Printed Name

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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





## Standard Terms and Conditions

**Tyson Boldan, Buyer**  
573/886-4392 - FAX 573/886-4390

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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 may 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 or **e-mail** will be accepted. **U.S. mail only.**
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.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

**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.

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

Item	Purchaser	Amount of Contract	Percent Completed

3. General type of product sold and manufactured:

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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:

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5. List banking references:

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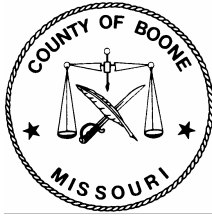
Dated at \_\_\_\_\_

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

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

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

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



**“No Bid” Response Form**

**Boone County Purchasing**

613 E. Ash, Room 108

Columbia, MO 65201

Tyson Boldan, Buyer

(573) 886-4392– Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

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

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

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

**Bid: 50-11NOV11 – Grading of MKT Trail Term and Supply**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

Reason(s) for not bidding:

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