

Boone County Purchasing 613 E. Ash Street, Room 109

Columbia, MO 65201

Amy Robbins, Senior Buyer

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Bid Data

Bid Number: **21-07MAY14**

Commodity Title: Road Construction Equipment Rental Term & Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: Wednesday, May 7, 2014

Time: 1:30 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: **Boone County Purchasing Department**

Boone County Annex Building 613 E. Ash Street, Room 109 Columbia, MO 65201

Directions: The Annex Building is located on the Northwest corner at 7th Street and Ash Street.

Enter the building from the South Side. Wheel chair accessible entrance is available

on the South side of the building.

Bid Opening

Day / Date: Wednesday, May 7, 2014

Time: 1:30 P.M. (Bids received after this time will be returned unopened)

Location / Address: **Boone County Annex Building Conference Room**

613 E. Ash Street, Room 109

Columbia, MO 65201

Bid Contents

1.0: Introduction and General Conditions of Bidding

2.0: **Primary Specifications**

3.0: Response Presentation and Review

4.0: **Response Form**

Instructions for Compliance with House Bill 1549

Work Authorization Certification Certification of Individual Bidder Individual Bidder Affidavit

Debarment Certification

Standard Terms and Conditions

- 1. Introduction and General Conditions of Bidding
- 1.1. **INVITATION -** The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County -** This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
 - Purchasing The Purchasing Department, including its Purchasing Director and staff.
 - *Department(s) or Office(s)* The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
 - Designee The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier -** These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
 - *Bidder* Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
 - Contractor The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
 - Supplier All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response -** The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION -** Questions regarding this Bid should be directed in writing, preferably by fax 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. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION -** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence -** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD -** Any Term and Supply Contract resulting from this Bid will have an initial term from **date of award through February 28, 2015**, **and may be automatically renewed for an additional three (3) years** unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS -** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

- 2. Primary Specifications
- 2.1. **ITEMS AND/OR 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 **Road Construction Equipment Rental**.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
- 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.2.2. **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 fourth contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.2.3. **Contract Documents -** The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County.
- 2.2.4. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.
- 2.3. MINIMUM EQUIPMENT REQUIREMENTS
- 2.3.1. Each piece of equipment must be equipped with all manufacturer's standard items and attachments as specified herein.
- 2.3.2. Each piece of equipment must be fully functional and in safe operating condition with a maximum of 750 operating hours.
- 2.3.3. Each piece of equipment shall be equipped with ROPS (Rollover Protective Structure)/FOPS (Falling Object Protective Structure) that meets SAE standards J1040, J231, and J386.
 - 2.4. TECHNICAL SPECIFICATIONS
- 2.4.1. **Self-propelled Single-Smooth Drum Vibratory Roller:** Acceptable Models Caterpillar CS56B, Case SV216, Bomag BW213DH-40, or equal.
- 2.4.1.1. Equipment shall include a minimum drum width of 83.9", a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.2. **Self-propelled Single Drum Padfoot Vibratory Roller:** Acceptable Models Case SV216 Padfoot, Caterpillar CP56B, and Bomag BW213PDH-40 or equal.
- 2.4.2.1. Equipment shall include a minimum drum width of 83.9", a minimum SAE operating weight of 25,700 pounds, a min/max range of 31500 / 73000 pounds of vibratory centrifugal force, a front leveling blade, a minimum SAE net horsepower of 148 hp, hydra-static brakes, hydra-static transmission and final drive; and must include FOPS protection.
- 2.4.3. **Self-propelled Pneumatic Tire Compactor (1):** Acceptable Models Caterpillar PS-150C, Bomag BW11RH, Volvo PT125R, and Hypac C530H or equal.
- 2.4.3.1. Equipment shall include a minimum SAE net horsepower of 85hp, a minimum SAE operating weight (ballasted) of 27,000 lbs., and nine (9) pneumatic wheels/tires, and must include full FOPS protection.
- 2.4.4. Crawler Dozer: Acceptable Models John Deere 850K, Case 2050M, and Cat D6T or equal.
- 2.4.4.1. Equipment shall be low ground pressure machine equipped with a straight-tilt dozer blade, a minimum SAE operating weight of 45,000 lbs. and a minimum SAE net horsepower of 200 hp; and must include full ROPS protection. Limb risers are preferable to protect cab and hood.
 - 2.4.5. **Finishing Dozer:** Acceptable Models Case 850L, Cat D5K 2, John Deere 650K, or equal.
- 2.4.5.1. Equipment shall include a cab with full ROPS protection, hydraulic 6-way blade, a minimum operating weight of 14,960 lbs., and a minimum SAE net horsepower of 99 hp.
 - 2.4.6. **Track Excavator with Attachments:** Acceptable Models Komatsu PC170LC-10, Cat 319DL, John Deere 210G, Case CX210C or equal.
- 2.4.6.1. Equipment shall include an enclosed, air conditioned and heated cab with full ROPS protection, a minimum of 128hp, a minimum SAE operating weight of 47,200 lbs., a minimum 18'7" boom length, a

- minimum 9'7" arm length, a hydraulic quick coupler, a hydraulic breaker to match size of machine, a 36" severe duty bucket, a 60" ditching bucket, minimum 14'7" track length, minimum 7'10" track gauge, minimum 31.5" shoe width, and a maximum travel speed of 3.4 mph.
- 2.4.7. **Backhoe 4WD:** Acceptable Models Case 580SN, John Deere 310SK, and Cat 420F, or equal.
- 2.4.7.1. Equipment shall have enclosed cab with air conditioning and heat, a minimum SAE net horsepower of 84hp, a minimum operating weight of 14,285 lbs. and heaviest configuration shall not exceed 18,200 lbs.; including 4WD, multi-purpose loader bucket, extendable stick, rock duty backhoe bucket, counter weight(s) and full ROPS protection.
- 2.4.8. **Self-Propelled Water Tanker Distributor:** Acceptable Models Any as specified, **except** off-road type.
- 2.4.8.1. Equipment shall be truck and trailer or truck-mounted, a minimum of 3,000 to 5,000 gallons with rear gravity or pressurized horizontal spray bar assembly. **Note: Equipment shall be capable of traveling on state and county roadways and at highway speeds.**
 - 2.4.9. **Compact Track Loader:** Acceptable Models Case TR320, Cat 299D, John Deere 333E, or equal.
- 2.4.9.1. Equipment shall include cab with full ROPS protection, a minimum of 80hp (net), a minimum SAE operating weight of 7,968 lbs, a standard duty smooth bucket, and high flow hydraulics. Enclosed cab is not necessary.
- 2.4.10. **Mini-Excavator:** Acceptable Models Cat 305 5E CR, Takeuchi TB 250, John Deere 50G, Kubota KX057-4, or equal.
- 2.4.10.1 Unit shall have enclosed cab w/integral ROPS, heat/AC, 36" Smooth bucket. Operating weight shall be between 10.000 and 11.000 lbs.
- 2.4.11. **Small Tandem Vibratory Roller**: Acceptable Models Bomag BW900-50, Wacker RD12-90, or equal.
- 2.4.11.1. Equipment shall have integral ROPS and have a functioning water/drum sprayer system. Minimum operating weight of 2,400 lbs., 34" minimum drum width.
 - 2.4.12. **Message Board (Solartek MB4048 OR EQUAL):** Solar powered, towable message board; 126" x 76" Display, 450 Watt Solar Array.
 - 2.4.13. **Arrow Board (Solartek AB0525D or EQUAL):** 50-450 Watt; High density LED Lamps; Solar powered for silent and emissions free operation; Towable.
 - 2.5. **EQUIPMENT MAINTENANCE AND REPAIR** The contractor shall provide the equipment specified in good working order and repair and in pre-serviced condition.
 - 2.5.1. The County shall not be responsible for normal routine service and maintenance while using the equipment. The vendor shall schedule performance of all routine service and maintenance of equipment through the Fleet Operations Superintendent, Greg Edington, @ 573-449-8515, Monday through Friday, 7:00 a.m. to 3:30 p.m. and at a time when it is least disruptive to the field operation.
 - 2.5.2. The County agrees to be liable for damage to the equipment, which occurs while they are using the equipment, except for normal wear and tear.
 - 2.5.3. The County shall not be responsible for major equipment repair or failure which occurs during normal operations attributable to equipment age, normal use, lack of maintenance by the contractor or prior equipment users, or due to defects existing in the equipment or components predating the contract.
 - 2.5.4. **Replacement of Equipment** Vendor agrees to replace the equipment within 48 hours if a failure occurs which cannot be repaired within 24 hours.
 - 2.6. **ROAD CONSTRUCTION SEASON -** The Road Construction Season is generally described as March 1 through October 31 of each year.
 - 2.7. **LEASE DURATION PER SEASON** Typical lease for equipment is one (1) to six (6) months. The County reserves the right to increase or decrease the quantity and/or length of time required for each piece of equipment as their needs dictate and to pay a prorated amount for the actual usage of any partial month. The County may on occasion lease equipment outside of the Road Construction Season.
 - 2.8. **NON-EXCLUSIVITY** The contract is **non-exclusive** and shall not in any way preclude the County from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources. The County reserves the right to award and acquire leased equipment based on the time of need and availability of said equipment by the vendor. Therefore, multiple awards will be made on the basis of a **primary, secondary and tertiary, etc. suppliers** for each piece of equipment bid and to those bidders who offer to furnish the goods and services at the lowest and best price as well as meeting the needs of the end user. The County's decision for

utilization of the contracts will be based upon the ability of the primary Contractor to supply acceptable equipment within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive.

- 2.9. **BILLING AND PAYMENT** This is a month to month lease. Send monthly invoices to Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri, 65201. Correct monthly invoices will be paid within 30 days of receiving a correct monthly statement. The invoice must state the equipment type, beginning date of service and ending date of service for the month being billed. **The County is tax exempt. Do not include taxes on the invoice.**
- 2.9.1. **Prorate** The daily-pro-rated amount shall be figured on a calendar month, for the month being billed.
- 2.9.2. To figure the daily-pro-rated amount, take the number of days in the calendar month being billed and divide this number into the monthly lease rate. This will net the lease charge per day for that month. Multiply the lease charge per day by the number of days the equipment is used.
- **2.10. DELIVERY**
- 2.10.1. **Delivery Terms** The Contractor is responsible for delivery and pickup of equipment and all costs associated with these services. Public Works will coordinate the pickup of equipment by telephone and facsimile.
- 2.10.2. **Delivery Address -** Boone County Public Works, 5551 Tom Bass Dr., Columbia, Missouri, 65201.
 - 2.11. **DESIGNEE** Boone County Public Works, 5551 Tom Bass Rd., Columbia, Missouri 65201
- 2.11.1. **Bid Clarification -** Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Amy Robbins, 613 E. Ash St., Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392; Fax: (573) 886-4390; or Email: arobbins@boonecountymo.org

- 3. Response Presentation and Review
- 3.1. **RESPONSE CONTENT -** In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **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 proposal number and the due date and time.**
- 3.2.2. **Advice of Award** Bid tabulations, awards, addendums and all other bid-related information can be found on our website at: www.showmeboone.com.
 - 3.3. **BID OPENING -** On the date and time and at the location specified on the title page under "Bid Opening" all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
 - 3.4. **RESPONSE CLARIFICATION** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
 - 3.5. **EVALUATION PROCESS** The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** The County will evaluate submitted Responses in relation to all aspects of this Bid
- 3.5.2. **Acceptability** The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4.4. Phone Number:

4.5. Fax Number:

4.6. Federal Tax ID:

4.6.1. () Corporation

() Partnership - Name _____() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. **PRICING**

4.3. City/Zip:

4.7.1.	Self-propelled Single-Smooth Drum Vibratory Roller Make: Model: Year:	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date After Receipt of Order (ARO) Number of Days
4.7.2.	Current Hour Meter Reading: Self-propelled Single Drum Padfoot Vibratory Roller Make: Model: Year: Current Hour Meter Reading:	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.3.	Self-propelled Pneumatic Tire Compactor Make: Model: Year: Current Hour Meter Reading:	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.4.	Crawler Dozer Make: Model: Year: Current Hour Meter Reading:	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.5.	Finish Dozer Make: Model: Year: Current Hour Meter Reading:	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days

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	Track Excavator	Parts Cost Per	Monthly Lease	Delivery Date ARO
4 = 4	N. 1	Field Service	Cost	Number of Days
4.7.6.	Make:			
	Model:	φ.	φ.	
	Year:	\$	\$	
	Hydraulic Quick Coupler	Parts Cost Per	Monthly Lease	Delivery Date ARO
45.61	Malan	Field Service	Cost	Number of Days
4.7.6.1.	Make:			
	Model:	\$	φ.	
	Year:	Parts Cost Per	\$	D-1: D-4- ADO
	Hydraulic Breaker	Field Service	Monthly Lease Cost	Delivery Date ARO
4.7.6.2.	Mokay	rieid Service	Cost	Number of Days
4.7.0.2.	Make:			
	Model:	\$	\$	
	36" Severe Duty Bucket	Parts Cost Per	Monthly Lease	Delivery Date ARO
	50 Severe Duty Bucket	Field Service	Cost	Number of Days
4.7.6.3.	Make:	Field Selvice	Cost	Number of Days
4.7.0.3.	Model:			
	Year:	\$	\$	
	60" Ditching Bucket	Parts Cost Per	Monthly Lease	Delivery Date ARO
		Field Service	Cost	Number of Days
4.7.6.4.	Make:			
	Model:			
	Year:	\$	\$	
	Backhoe 4WD	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.7.	Make:			
4.7.7.	Model:			
	Year:			
	Current Hour Meter Reading:	\$	\$	
	Self-propelled Water Tanker	Parts Cost Per	Monthly Lease	Delivery Date ARO
	Distributor	Field Service	Cost	Number of Days
4.7.8.	Make:			
	Model:			
	Year:	4		
	Current Hour Meter Reading:	\$	\$	\$
	Compact Track Loader	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4.7.9.	Make:			
7.7.3.	Model:			
	Year:			
	Current Hour Meter Reading:	\$	\$	
	Mini Excavator	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
4710	Make:			·
4.7.10.	Model:			
	Year:			
	Current Hour Meter Reading:	. \$	\$	

4.7.11. Make:		Small Tandem Vibratory Roller	Parts Cost Per Field Service	Monthly Lease Cost	Delivery Date ARO Number of Days
Model: Year: Current Hour Meter Reading: Message Board – (Solartek MB4048 OR EQUAL) 4.7.12. Make: Year: Current Hour Meter Reading: Year: Current Hour Meter Reading: Arrow Board – (Solartek AB0525D or EQUAL): 4.7.13. Make: Make: Year: Current Hour Meter Reading: Model: Year: Current Hour Meter Reading: Make: Model: Year: Current Hour Meter Reading: Model: Year: Substitution Substit		Konei	Field Selvice	Cost	Number of Days
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4.7.12. Make:		E ===	· · · · · · · · · · · · · · · · · · ·		Delivery Date ARO
Model:		MB4048 OR EQUAL)	Field Service	Cost	Number of Days
Model:					
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Current Hour Meter Reading: \$ \$ \$ \$					
Arrow Board – (Solartek AB0525D or EQUAL): Parts Cost Per Field Service Cost Monthly Lease Cost Number of Days 4.7.13. Make:			\$	\$	\$
4.7.13. Make:		· ·	Parts Cost Per		Delivery Date ARO
Model: Year: Current Hour Meter Reading: \$ \$ \$		AB0525D or EQUAL):	Field Service	Cost	Number of Days
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Year: Current Hour Meter Reading: \$ \$	4.7.13.				
Current Hour Meter Reading: \$					
4.7.14. TOTAL \$ \$			\$	\$	\$
4.7.14.	4714	TOTAL	d.	d)	
4.8. FIELD SERVICE			Φ	Φ	
4.8.1. Hourly Labor Charge \$			•		
4.8.2. Trip Setup or Trip Fee \$		i i			
4.8.3. Mileage Fee Per Mile \$					
			¥		
4.9. Renewal Percentages	4.9.	Renewal Percentages			
M · O/ I ISI D · I O/					
Maximum % Increase 1 st Renewal Period:%		Maximum % Increase 1 Renewal	Period:%		
4.9.1. Maximum % Increase 2 nd Renewal Period:%	4.9.1.	Maximum % Increase 2 nd Renewal	Period: %		
Maximum % Increase 3 rd Renewal Period:%		Maximum % Increase 3 rd Renewal Period:%			
The undersigned offers to furnish and deliver the articles or services as specified at the prices and		The undersigned offers to furnish a	and deliver the article	es or services as specific	ed at the prices and
4.14. terms stated and in strict accordance with the specifications, instructions and general conditions of	4.14.	•		•	•
bidding which have been read and understood, and all of which are made part of this order.		bidding which have been read and	understood, and all o	of which are made part of	of this order.
4.14.1 Will you have the submitted arises for numbers by other artities in Deene County who next single	4 1 4 1	Will you have a the submitted agrice	a fan munch aan hu ath	on antition in Danna Ca	
4.14.1. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?YesNo	4.14.1.	•			• • •
in cooperative parenasing with Boone County, Missouri.		in cooperative purchasing with Boo	one county, wiissour	1:1 cs	110
4.14.2. Authorized Representative (Sign By Hand):	4.14.2.	Authorized Representative (Sign B	y Hand):		
4.14.3. Type or Print Signed Name:	1112	Type or Print Signed Name:			
7.17.3. Type of Film Signed Name.	4.14.3.	Type of 11mt Signed Name.			
Today's Date:				Today's Date:	

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

County of)				
State of)ss)			
My name is		I am an authorize	ed agent of	
(Bio	dder). This busines	ss is enrolled and pa	articipates in a federal work authorization p	rogram
for all employees working	in connection with	n services provided	to the County. This business does not know	wingly
employ any person that is	an unauthorized al	ien in connection w	with the services being provided. Documenta	ation of
participation in a federal v	work authorization	program is attached	l hereto.	
Furthermore, all s	ubcontractors work	ting on this contract	et shall affirmatively state in writing in their	,
contracts that they are not	in violation of Sec	tion 285.530.1, shal	all not thereafter be in violation and submit	a sworn
affidavit under penalty of	perjury that all emp	ployees are lawfully	y present in the United States.	
		Affiant	Date	
		Printed Name		
Subscribed and sworn to b	pefore me this	day of	_, 20	
		Notary	Public	

Attach to this form the *E-Verify Memorandum of Understanding* (or the first and last page) that you completed when enrolling that verifies proof of enrollment.

CERTIFICATION OF INDIVIDUAL BIDDER

retirement, welfare, h food assistance who	nealth benefit, post secondary edu is over 18 must verify their lawfu nt or guardian applying for a pub	n applying for or receiving any grant, contract, loan, cation, scholarship, disability benefit, housing benefit or l presence in the United States. Please indicate compliance lic benefit on behalf of a child who is citizen or permanent
1.	States. (Such proof may be a	uments showing citizenship or lawful presence in the United Missouri driver's license, U.S. passport, birth certificate, or te: If the applicant is an alien, verification of lawful presence a public benefit.
2.	I do not have the above docur allow for temporary 90 day qu	nents, but provide an affidavit (copy attached) which may nalification.
3.	Qualifica	application for a birth certificate pending in the State of tion shall terminate upon receipt of the birth certificate or ificate does not exist because I am not a United States
Applicant	Date	Printed Name

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

State of Missouri	
)SS.
County of)
•	ng at least eighteen years of age, swear upon my oath that I am either a United States United States government as being lawfully admitted for permanent residence.
Date	Signature
Social Security Number or Other Federal I.D. Number	Printed Name
	tten appeared before me and swore that the facts contained rue according to his/her best knowledge, information and belief.
	Notary Public
My Commission Expires:	

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative	
Signature	Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

- 1. 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.
- 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.
- 16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



"No Bid" Response Form

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

Amy Robbins, Senior 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: 21-07MAY14 - Road Construction Equipment Rental Term and Supply

Business Name:	_	
Address:	-	
	_	
	_	
Telephone:	_	
Contact:		
Date:		
Reason(s) for not bidding:		