



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

REQUEST FOR BID

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BID DATA

Bid Number: 41-16JUL15

Commodity Title: Magnesium Chloride (MgCl₂) Application Term and Supply

BID SUBMISSION

Submission Deadline: Thursday, July 16, 2015 at 10:00 a.m. (*Bids received after this time will be returned unopened*)

Address: Boone County Purchasing Department, 613 East Ash Street, Room 109, Columbia, MO 65201 (*Located in the Boone County Annex at the corner of 7th and Ash Streets*)

BID OPENING

Opening: Thursday, July 16, 2015 at 10:00 a.m.

Boone County Purchasing Department
613 East Ash Street, Conference Room
Columbia, MO 65201

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1. INTRODUCTION AND GENERAL CONDITIONS OF BIDDING

1.1. Invitation - The County of Boone seeks to replace the existing Magnesium Chloride Application contract that will expire this year. The history of this bid award can be found in the 2012 Bid Archives at www.showmeboone.com by viewing Bid #: 27-09MAY12. The County of Boone, through its Purchasing Department, invites responses that offer to provide the goods and/or services identified on the title page of the document 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:

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. 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.

1.2.1.3. 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.

1.2.2.1. 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.

1.2.2.2. 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.

1.2.2.3. 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. A "Request for Bid" is used when the need is well defined. A "Request 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, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked, but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at: www.showmeboone.com. (*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 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. 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 entities' 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:

- a) the provisions of the Contract (as it may be amended);
- b) the provisions of the Bid;
- c) the provisions of the Bidder's Response.

1.6. Compliance with Standard Terms and Conditions - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. PRIMARY SPECIFICATIONS

2.1. Items to be Provided – Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision necessary to apply a Magnesium Chloride solution to various County gravel roadways located in Boone County, Missouri.

2.2. Contract Period – Any Term and Supply Contract resulting from this Bid shall have an initial twelve (12) month term beginning the date of the Commission Order and may be automatically renewed for up to an additional two (2) one-year periods unless cancelled by the Purchasing Director in writing prior to a renewal term.

2.2.1. The unit prices 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.

2.2.2. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.

2.2.3. The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.

2.3. 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 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.

2.4. General Conditions -

2.4.1. Magnesium Chloride Solution: A 30-31% liquid solution meeting or exceeding the following specifications:

2.4.1.1. *Physical Properties:* Appearance: Amber to dark brown liquid solution / Odor: None / Specific Gravity: 1.31 ± 0.02 at 20°C / Density: 10.70 – 11.10 lb./gal.

2.4.1.2. *Chemical Properties:* Chemical: MgCl_2 / Magnesium (Mg): 6.8 – 9.2%. / Chloride (Cl): 23.2 – 25.8%. / Sulfate (SO_4): 1.0 – 4.0% (2.5% Typical). / Potassium (K): 0.1 – 0.5% (0.3% Typical). / Calcium (Ca): 0.00%. / pH (5% Soln/water): 7.0 – 9.0.

2.4.1.3. *Other Properties:* Product is to be in liquid solution not requiring any mixing, blending, diluting, or dissolving.

2.4.2. Application: Vendor is to provide application of MgCl_2 dust control/stabilization agent to gravel roadway. The County is NOT responsible for applying liquid MgCl_2 agent.

2.4.3. Application Equipment: Vendor application equipment shall be a pressurized spray unit specifically designed for road treatment and application of liquid MgCl_2 dust control/stabilization agent. Application equipment shall be capable of spraying up to 24 feet wide in one pass. Equipment shall be calibrated and application rate shall be ground speed controlled to ensure a constant and consistent rate of application of MgCl_2 . Application equipment shall be capable of applying 0.15 – 0.35 gal./yd² per single 24 feet wide pass.

2.4.4. Response time for Delivery: The County will contact the vendor at least one (1) week prior to requiring service. A representative will give the vendor information on roadway width and lengths at each request. The County will also provide maps (if needed) to the area needing application.

2.4.5. In the event any provisions of contract are not fulfilled by Contractor, and/or the quality of workmanship or material is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within ten (10) days after such written notice.

2.4.6. Use of Contract: The resulting contract from this bid is for Boone County Public Work's Department use. No guarantee of dollar volume or frequency of use is expressed or implied by acceptance of a firm's bid.

2.4.7. 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.

2.4.8. Contractor Qualifications and Experience: Bidders must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three (3) years. Bidders shall submit, with the bid, the name, address, phone number, and point-of-contact for a minimum of three (3) firms for which the bidder has provided similar services within the preceding thirty-six (36) months. References may be checked prior to award. Any negative responses received may result in disqualification of the bid. The Prior Experience form provided in this bid may be used to list references.

2.4.9. The Bidder, at the time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations of any kind. Copies of licenses should be submitted with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.

2.4.10. The Bidder is assumed to be familiar with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder shall in no way relieve the Bidder from responsibility of compliance with all said laws, ordinances, rules, and regulations.

2.4.11. 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:

- a) Date(s) work performed
- b) Quantity of material applied and where it was applied. (per roadway)
- c) Amount for services and materials

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

2.4.13. Invoices should be submitted to Boone County Public Works Department for payment, which will be made thirty (30) days after receipt and acceptance of a correct and valid invoice. The billing address is Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201.

2.4.14. County Representative(s): Unless provided otherwise elsewhere in the Contract, the County may authorize representative(s) to act on behalf of the county on all matters relating to this Contract and/or services being performed hereunder. The representative(s) shall decide all questions that may arise as to the quantity, character, and quality of services performed or to be performed pursuant to this contract.

2.5. Contractor Responsibility / Service Requirements -

2.5.1. Work Hours: Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday - Friday 7:00 a.m. to 5:00 p.m. excluding holidays.

2.5.2. Service Calls: All notifications for service must be returned within one (1) hour of the initial contact.

2.5.3. Emergency Repairs: The Contractor may be required to perform emergency repairs at times other than normal business hours. The Contractor should be in a position to be available on a twenty-four (24) hour basis for such emergency work. Contractor shall provide a

flat hourly rate for emergency service outside normal business hours to include all workmen and repairs.

2.5.4. Workmanship: Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction, or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

2.6. Insurance Requirements - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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.

2.6.1. Employers Liability and Workers Compensation Insurance: The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers 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 Workers 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.

2.6.2. Commercial General Liability Insurance: The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

2.6.2.1. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess

Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

2.6.3. Business Automobile Liability: The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.

2.6.4. Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

2.6.5. 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 provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal, or reduction of coverage without thirty (30) days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

2.6.6. 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.

2.6.6.1. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

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 (5) 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. Lien Waivers - Prior to the release of Contract amount, the 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; and
- c) Lien waivers signed by each Sub-Contractor furnishing labor to the project releasing all claims against Boone County for said labor.

2.9. Special Conditions and Requirements -

2.9.1. Bid Clarification: Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or e-mail: chaley@boonecountymmo.org.

2.9.2. County Authorized Representative: Boone County Public Works Department, Chet Dunn, Road Maintenance Operations Manager, 5551 Tom Bass Road, Columbia, Missouri 65201.

2.9.3. Award of Contract: The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County's requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County's decision will be based upon the ability of the primary source to supply acceptable goods or services within the County's time requirements. The County's decision to utilize the secondary and tertiary sources shall be final and conclusive. This is not an exclusive agreement that guarantees a given contractor all of the repair service work for the County.

2.9.3.1. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

2.9.4. Pricing: Firm bids are desired. Bids which are not subject to any form of escalation may receive favorable consideration during the evaluation of bids. Any bid which is subject to an open or unlimited escalator clause may be rejected. The County reserves the right to consider any bid which may be offered subject to an escalator clause which is based on a nationally recognized index which permits both upward and downward escalation.

3. RESPONSE PRESENTATION AND REVIEW

3.1. Response Content - In order to enable direct comparison of competing Responses, Bidders must submit their Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in your 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" or "No Bid". 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 and Deadline." NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the United States 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, return address, Bid due date and time, and the Bid number.

3.2.2. Advice of Award: When complete, a Bid Tabulation of responses received as well as Award status will be available for viewing on the Purchasing page of the Boone County 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 - We reserve 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: We reserve 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 - Our 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: We will evaluate submitted responses in relation to all aspects of this Bid.

3.5.2. Acceptability: We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on the Prior Experience form.

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

3.5.4. Endurance of Pricing: Your pricing must be held until contract execution or sixty (60) days, whichever comes first.

3.5.5. Cost Evaluation: In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be the unit of measure awarded. The bidder is cautioned that the County reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the County.

4. RESPONSE FORM

4.1. Company Name: _____

4.2. Address: _____

4.3. City/State/Zip: _____

4.4. Phone Number: _____

4.5. Facsimile Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. Corporation: _____

Partnership: _____

Individual/Proprietorship: _____

Other (Specify): _____

4.8. Pricing Description –

4.8.1. One (1) Gallon of MgCl₂ applied to County roadway: \$ _____

4.9. Service Contract –

4.9.1. Name: _____

4.9.2. Phone Number: _____

4.10. Maximum Percentage Increase for Renewal Periods –

4.10.1. First Renewal: _____ %

4.10.2. Second Renewal: _____ %

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 the specifications, instructions, and general conditions of bidding which have been read and understood and all of which are made a part of this response.

4.11.1. Will Bidder honor the submitted prices for purchase by other entities who participate in cooperative purchasing with Boone County, Missouri? Yes No

4.11.2. Signature of Authorized Representative: _____

4.11.3. Printed Name of Authorized Representative: _____

4.11.4. Date of Signature: _____

5. PRIOR EXPERIENCE

5.1. Prior services performed for:

5.1.1. Company Name: _____

5.1.2. Address: _____

5.1.3. Contact Name: _____

5.1.4. Phone Number: _____

5.1.5. Date of Contract: _____

5.1.6. Length of Contract: _____

5.1.7. Description of Prior Services (include dates): _____

5.2. Prior services performed for:

5.2.1. Company Name: _____

5.2.2. Address: _____

5.2.3. Contact Name: _____

5.2.4. Phone Number: _____

5.2.5. Date of Contract: _____

5.2.6. Length of Contract: _____

5.2.7. Description of Prior Services (include dates): _____

5.3. Prior services performed for:

5.3.1. Company Name: _____

5.3.2. Address: _____

5.3.3. Contact Name: _____

5.3.4. Phone Number: _____

5.3.5. Date of Contract: _____

5.3.6. Length of Contract: _____

5.3.7. Description of Prior Services (include dates): _____

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: <http://www.uscis.gov/e-verify>

Please complete and return the *Work Authorization Certification Pursuant to 285.530 RSMo* form on the next page if your contract amount is in excess of \$5,000.00. **Attach to this form pages 1, 13, and 14 of the *E-Verify Memorandum of Understanding for Employers that you complete when enrolling.***

COUNTY OF BOONE – MISSOURI

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo

(For All Agreements In Excess Of \$5,000.00)

State of _____)
) ss
County of _____)

I, _____, an authorized agent of _____, state that 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 to this Work Authorization Certification.**

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, shall not thereafter be in violation, and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Signature

Print Name

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public

My Commission Expires: _____

Attach to this form to the E-Verify Memorandum of Understanding for Employers that you completed when enrolling.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit, or food assistance who is over eighteen (18) years of age must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Signature

Printed Name

Date

AFFIDAVIT

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

State of _____)
) ss
County of _____)

I, _____, the undersigned, being at least eighteen (18) 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.

Signature

Social Security Number or
Other Federal I.D. Number

Printed Name

Date

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: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY, AND VOLUNTARY EXCLUSION
LOWER TEIR COVERED TRANSACTIONS**

(Please complete and return with Bid)

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 of 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.

Print Name and Title of Authorized Representative

Signature

Date

**BOONE COUNTY, MISSOURI
STANDARD TERMS AND CONDITIONS**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.

12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



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

NO BID RESPONSE FORM

Cheli Haley, Buyer
Phone: (573)886-4392
Facsimile: (573)886-4390
chaley@boonecountymo.org

BID INFORMATION

Bid Number: 41-16JUL15

Commodity Title: Magnesium Chloride (MgCl₂) Application Term and Supply

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:
