

Request for Bid (RFB)

Boone County Purchasing 613 E. Ash Street, Room 111 Columbia, MO 65201

(573) 886-4393 – Fax: (573) 886-4390 Email: Rwilson@boonecountymo.org

Bid Data

Bid Number: **45-30NOV17** Commodity Title: 2018 Concrete Repair Term & Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

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	Bid Submission Address and Deadline
Day / Date:	Thursday, November 30, 2017
Time:	10:30 A.M. Central (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 111
	Columbia, MO 65201
Directions:	The Boone County Annex Building is located on the Northwest corner at
	7 th St. and Ash St. Wheelchair accessible entrance is available on the South
	side of the building.
	Bid Opening
Day / Date:	Thursday, November 30, 2017
Time:	10:30 A.M. Central
Location / Address:	Boone County Purchasing Department
	Boone County Annex Building
	613 E. Ash, Room 111
	Columbia, MO 65201
	Pre-Bid Meeting
Day / Date:	Thursday, November 9, 2017
Time:	10:00 A.M. Central
Location / Address:	Room 332
	Boone County Government Center
	801 E. Walnut
	Columbia, Missouri, 65201
	Bid Questions Deadline: All questions pertaining to the project must be
	received by 3:00 P.M.Central on Monday, November 27, 2017.
	Technical questions should be directed to the Project Manager, Dan
	Haid, at DHaid@BooneCountyMO.org

Bid Contents

- 1.0: Introduction and General Conditions of Bidding
- 2.0: **Primary Specifications**
- 3.0: Response Presentation and Review
- 4.0: **Response Form**

Attachment A Statement of Bidders Qualifications

Debarment Certificate

Standard Terms and Conditions

Contractor's Affidavit Regarding Settlement of Claims

Affidavit of Compliance with OSHA

Affidavit of Compliance with the Prevailing Wage Law

Instructions for Compliance with House Bill 1549

Work Authorization Certification

Certification of Individual Bidder

Affidavit for Certification of Individual Bidder

Paving Improvements Traffic Control Detail Sheet

Dig Out and Repair Detail

No Bid Response Form

Prevailing Wage - Annual Order #24

County of Boone

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. 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.
- BID CLARIFICATION Questions concerning these specifications should be submitted to the County <u>no later than</u> November 27, 2017 by 3:00 P.M. Contact for Bid questions – Robert Wilson – Buyer, Boone County Purchasing Department, 613 E. Ash, Room 111, Columbia, MO 65201. Telephone: (573) 886-4393 Facsimile: (573) 886-4390; email <u>Rwilson@boonecountymo.org</u>
- 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. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.

- 1.5. **CONTRACT EXECUTION -** This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence -** In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
 - 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS -** Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

County of Boone

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, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform work required of the bid items within.
- 2.1.1. **Removal, Pavement, < 300 ft²** (Item 4.7.1.) Removal of existing concrete or asphalt pavement to depth required for typical replacement. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.2. **Rock Base, 5" Thick, 1.5" Minus, < 300 ft**² (Item 4.7.2.) Removal of existing base to a depth of 5" below concrete panel replacement depth, installation of Geotex 315st (or approved equal) woven geotextile, and compacted 1.5" minus rock. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.3. Concrete Pavement, 7", < 300 ft² (Item 4.7.3.) Concrete panel replacement at 7" thickness. If additional thickness is needed, Item 4.7.5. will be used in addition to this item. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.4. **Concrete Pavement, 7", Quick-Cure, < 300 ft²** (Item 4.7.4.) Concrete panel replacement at 7" thickness using Non-Chloride Accelerant (NCA). If additional thickness is needed, Item 4.7.6. will be used in addition to this item. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.5. Concrete Panel Replacement, Additional Thickness, < 300 ft² (Item 4.7.5.) Item to be used when replacement panel is thicker than 7" depth. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. 1 ft² of 8" thickness will be paid at 1 unit of item 4.7.3 and 1 unit of item 4.7.5.. 1 ft² of 9" thickness will be paid at 1 unit of item 4.7.3 and 2 units of item 4.7.5. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.6. Concrete Panel Replacement, Additional Thickness, Quick-Cure, < 300 ft² (Item 4.7.6.) Item to be used when replacement panel is thicker than 7" depth. Mix shall be quick-cure as described in 2.1.4. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. 1 ft² panel of 8" thickness will be paid at 1 unit of item 4.7.4 and 1 unit of item 4.7.6. 1 ft² of panel 9" thickness will be paid at 1 unit of item 4.7.4 and 2 units of item 4.7.6. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.7. **Curb and Gutter, Barrier, < 300 ft²** (Item 4.7.7.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.8. **Curb and Gutter, Barrier, Quick-Cure, < 300 ft**² (Item 4.7.8.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. Mix used shall be quick-cure as described in 2.1.4.. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.9. **Curb and Gutter, Roll-Back**, < **300 ft**² (Item 4.7.9) Roll-Back curb to match existing curb dimensions. Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.10. Curb and Gutter, Roll-Back, Quick-Cure, < 300 ft² (Item 4.7.10) Roll-Back curb to match existing curb dimensions. Item includes gutter pan to 30" from back of curb. Gutter pan to be 7" thick. Mix used shall be quick-cure as described in 2.1.4.. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.11. Removal, Pavement, ≥ 300 ft² (Item 4.7.11.) Removal of existing concrete or asphalt pavement to depth required for typical replacement. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.12. Rock Base, 5" Thick, 1.5" Minus, ≥ 300 ft² (Item 4.7.12.) Removal of existing base to a depth of 5" below concrete panel replacement depth, installation of Geotex 315st (or approved equal) woven geotextile, and compacted 1.5" minus rock. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.

- 2.1.13. Concrete Pavement, 7", ≥ 300 ft² (Item 4.7.13.) Concrete panel replacement at 7" thickness. If additional thickness is needed, Item 4.7.15. will be used in addition to this item. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.14. Concrete Pavement, 7", Quick-Cure, ≥ 300 ft² (Item 4.7.14.) Concrete panel replacement at 7" thickness using Non-Chloride Accelerant (NCA). If additional thickness is needed, Item 4.7.16. will be used in addition to this item. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.15. Concrete Panel Replacement, Additional Thickness, ≥ 300 ft² (Item 4.7.15.) Item to be used when replacement panel is thicker than 7" depth. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. 1 ft² of 8" thickness will be paid at 1 unit of item 4.7.13 and 1 unit of item 4.7.15.. 1 ft² of 9" thickness will be paid at 1 unit of item 4.7.13 and 2 units of item 4.7.15. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.16. Concrete Panel Replacement, Additional Thickness, Quick-Cure, ≥ 300 ft² (Item 4.7.16.) Item to be used when replacement panel is thicker than 7" depth. Mix shall be quick-cure as described in 2.1.14. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. 1 ft² of 8" thickness will be paid at 1 unit of item 4.7.14 and 1 unit of item 4.7.16. 1 ft² of 9" thickness will be paid at 1 unit of item 4.7.14 and 2 units of item 4.7.16. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.17. **Curb and Gutter, Barrier, ≥ 300 ft**² (Item 4.7.17.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.18. Curb and Gutter, Barrier, Quick-Cure, ≥ 300 ft² (Item 4.7.18.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. Mix used shall be quick-cure as described in 2.1.14. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.19. Curb and Gutter, Roll-Back, ≥ 300 ft² (Item 4.7.19) Roll-Back curb to match existing curb dimensions. Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.20. Curb and Gutter, Roll-Back, Quick-Cure, ≥ 300 ft² (Item 4.7.20) Roll-Back curb to match existing curb dimensions. Item includes gutter pan to 30" from back of curb. Gutter pan to be 7" thick. Mix used shall be quick-cure as described in 2.1.14. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.21. **Sawing, Additional** (Item 4.7.21.) Sawing that is in addition to that required for other items. This item applies to all project areas.
- 2.1.22. **Removal, Extra Depth** (Item 4.7.22.) Removal of subgrade below that described in 2.1.2. and 2.1.12. This item applies to all project areas.
- 2.1.23. Rock Base, Extra Depth, 3" Minus (Item 4.7.23.) Compacted 3" minus rock to replace subgrade removed as described in 2.1.22. This item applies to all project areas.
- 2.1.24. **Restoration** (Item 4.7.24.): This item will typically be used to restore roadside areas that are disturbed. This item applies to all project areas. Restoration will be paid by the square foot.
- 2.1.25. Cold Weather Accommodations (Item 4.7.25.) All additional work, materials, and accommodations required to conform to Section 231.9 of Boone County, Missouri Roadway Regulations Chapter 2, Road, Bridge, & Right-of-Way Regulations. Item to be paid per square yard of concrete paving items (4.7.3, 4.7.4, 4.7.7, 4.7.8, 4.7.9, 4.7.10, 4.7.13, 4.7.14, 4.7.17, 4.7.18, 4.7.19, 4.7.20) when Construction Inspector determines these provisions are necessary.

- 2.1.26. **Joint Sealing** (Item 4.7.26) Joints shall be sealed with a hot poured rubberized type crack seal material (Crafco Polyflex Type 2 or approved equal). Traffic may be allowed on unsealed joints, but all joints must be cleared of debris and dry before sealing. Joint sealing should be performed before contractor finishes a particular work site (subdivision or road). Material is to be placed slightly below pavement surface in a tidy manner. Payment will be made per linear footage of joints that are sealed.
- 2.1.27. **Driveway Replacement** (Item 4.7.27.) This item will be used to replace portions of driveways determined necessary to accommodate planned work in roadway. This will include all items necessary for sawing and removal of existing driveway material, installation of 4" of rock base, and 5" of Concrete pavement (either conventional or quick-curing) as determined necessary by the County. This item is not intended to repair driveways damaged by contractor. Any damage to driveways either due to contractor negligence or unforeseen conditions will be replaced by contractor at no charge to the County. Contractor shall evaluate driveways prior to work nearby and notify County of conditions that may lead to driveway damage.
- 2.1.28. Wet Curing, Conventional Concrete (Item 4.7.28.) This item will be used when the County elects to have conventional concrete wet cured. Contractor will propose method for wet curing to County for approval prior to its use. Typical methods might include wetted burlap covered with plastic sheeting or proprietary wet cure blankets (UltraCure line, or approved other). Wet Curing method shall be performed as soon as concrete surface allows without damage. Edges shall be secured to prevent wind or other disturbance. If sawing for control joints or other is required, wet cure material shall be partially or completely removed to accommodate sawing, then replaced to continue wet curing. Wet condition shall be maintained for 72 hours. Contractor shall inspect daily and rewet as needed.
- 2.1.29. Wet Curing, Quick-Cure Concrete (Item 4.7.29.) This item will be used when the County elects to have Quick-Cure concrete wet cured. Contractor will propose method for wet curing to County for approval prior to its use. Typical methods might include wetted burlap covered with plastic sheeting or proprietary wet cure blankets (UltraCure line, or approved other). Wet curing method shall be performed as soon as concrete surface allows without damage. Edges shall be secured to prevent wind or other disturbance. If sawing for control joints or other is required, wet cure material shall be partially or completely removed to accommodate sawing, then replaced to continue wet curing. Wet condition shall be maintained for 72 hours. Contractor shall inspect daily and rewet as needed.
- 2.1.30. All requirements of Details 200.01A and 200.01B of the Boone County Roadway Regulations Chapter 2, Road, Bridge, & Right of Way Regulations shall be observed for work done under this contract, except that joint sealing may be performed as one operation upon completion of work in that area. Traffic may be allowed on unsealed joints, but joints shall be cleaned of debris before sealing. Material used for joint sealing shall be as described in section 2.1.26. of this document.
- 2.1.31. All equipment and materials must be removed from work site if no significant work is performed for more than two Working Days. Penalty for delays beyond two days without removing said items will be \$500/working day.
- 2.1.32. Additional Work: (Item 4.10.) Contractor selected for this contract should submit to Boone County a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction. Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule, and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.
 - 2.2. **SCOPE** There is no minimum quantity of work expressed or implied associated with this contract. Budget limitations and contract unit prices will contribute to determining actual amount of work performed.

- 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. 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.
- 2.3.1. Contract Duration The contract shall be effective from the date of award through December 31, 2018.
- 2.3.2. **Contract Extension** The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of twelve (12) months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.4. **PRICING** All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.
- 2.4.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
 - 2.5. **TECHNICAL REQUIREMENTS** All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.
 - 2.6. SPECIAL PROVISIONS
- 2.6.1. Class of Concrete All concrete used under this contract shall be Class A as described in Section 230.4 of Boone County, Missouri Chapter 2, Road, Bridge, & Right of Way Regulations, except Quick-Cure mixes as indicated within this document.
- 2.6.2. **Coarse Aggregate -** All concrete used as part of this contract must use only MoDOT approved coarse aggregate (STATE ROCK.)
- 2.6.3. **Micro-Reinforcement Fiber** All mixes used for the contract shall contain a polypropylene fibrillated reinforcement fiber (Polymesh or approved equal) at a rate recommended by the manufacturer, but should be about 1.5 lbs per cubic yard.
- 2.6.4. **Load Tickets** Contractor must provide County with load tickets for concrete mix used as part of this contract before payment will be made. Ticket must indicate that STATE ROCK was used.
- 2.6.5. Quick-Cure Mixes Non-Chloride Accelerant shall be used in all Quick-Cure mixes at a rate of 2% with 8 sacks of cement, except that with the approval of the Engineer, the County may substitute a 2% Calcium-Chloride with 8 sacks of cement mix when needed for very early strength at no additional cost.
- 2.6.6. Additional Sawing Unless directed by County otherwise, when partial panels are replaced, Contractor shall saw the full width of the road to form adjacent panels of same length. Payment for this additional sawing will be paid by the linear foot of sawing performed beyond that required for panel replacement.
- 2.6.7. **Traffic Control** The contractor will be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control.
- 2.6.7.1. The County will notify public of work to be done that may affect traffic and on-street parking. The County needs to give a minimum of three days notice to public prior to requiring vehicle removal from the street.
 - 2.6.8. **Base Compaction** Existing base material shall be compacted prior to installation of rock base material or concrete.
 - 2.6.9. **Rebar -** #4 Rebar for pinning replacement panel to existing as shown in the detail shall be incidental to all concrete replacement items.

- 2.6.10. The work performed under this contract may be such that either many panels may be replaced in a neighborhood or road, or very few. In order to keep unit prices relevant in relation to the amount of work that is requested, the bid items have been broken down into three groups:
 - PROJECT AREA WITH LESS THAN 300 FT² OF TOTAL CONCRETE PAVEMENT REPLACEMENT
 - PROJECT AREA WITH 300 FT² OR MORE OF TOTAL CONCRETE PAVEMENT REPLACEMENT
 - ALL SIZED PROJECTS

A PROJECT AREA will be defined as either a neighborhood (Subdivision) or a continuous Collector type road and will be agreed upon before work is executed.

A request for work from the County may include work in several project areas, but the total replacement areas will be totaled up for each project area separately. The County will provide an estimate to the Contractor upon requesting work to be done as part of this contract. This estimate will make clear the intention of which bid items are being used.

- 2.6.10.1. Replacement of full panels and half panels is the intended method of operation of this contract. However, the Contractor may replace any proportion of a panel as requested by the County. The County and the Contractor will come to an agreement about these replacements before proceeding with work.
- 2.6.11. **Curing Compound** A curing compound approved by the County shall be applied to all new concrete surfaces in accordance with manufacturer's recommendations and is incidental to all concrete items. Curing compound will not be required if County elects to use wet cure methods.
- 2.6.12. All mixes used in this contract may contain approved Class C fly ash to replace a maximum of 25 percent of the Portland cement on a pound for pound basis.
 - 2.7. **WARRANTY** The contractor shall warranty both the labor and material for a period of one year from the date of application. Panels exhibiting excessive distresses within one year of installation, at the discretion of the Engineer, will be replaced by the Contractor at no cost to the County.
 - 2.8. **DAMAGE** Contractor shall take steps to minimize damage to adjacent concrete panels when performing work associated with the contract. Any damage caused by contractor will be repaired at Contractor's expense.
 - 2.9. INSPECTION Projects will be inspected by department personnel.
 - 2.10. **BIDDERS EXPERIENCE AND QUALIFICATIONS -** Prior to award of bid, bidder shall submit written documentation on their qualifications to perform the type of work described in this contract. Included should be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A. County may request additional information or references if deemed necessary.
 - 2.11. **SCHEDULING** Contractor will be required to begin all work requested within 30 calendar days of said request. The contractor shall notify the County not less than seven calendar days prior to the beginning of a particular project.
 - 2.12. **PREVAILING WAGE** Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 24** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.

- 2.13. **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.
- 2.13.1. 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.
- 2.13.2. **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.

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.**

- 2.13.3. **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.
- 2.13.4. **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.

- 2.13.5. **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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 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.
 - 2.14. **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.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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.

Certificate Holder address:

County of Boone, Missouri C/O Purchasing Department 613 E. Ash Street Columbia, MO 65201

- 2.15. 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 n111umber assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure 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.
- 2.16. **SETTLEMENT OF CLAIMS AFFIDAVIT** Prior to the release of contract amount, contractor shall file with the County, an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;

- 2.17. BILLING AND PAYMENTS Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment will be made within 30 days of receipt of a correct invoice.
- 2.17.1. Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
 - 2.18. **DESIGNEE** Boone County Resource Management Engineering Division
- 2.19. **OVERHEAD LINE PROTECTION:** 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.
- 2.20. **OSHA PROGRAM REQUIREMENTS** The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.20.1. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.
- 2.20.2. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
 - 2.21. **PAYMENT BOND** Contractor shall provide the County with a Payment Bond in a form acceptable to County whenever the work associated with a mobilization under this Contract is projected to exceed \$50,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County. No additional paym ent will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

3. <u>Response Presentation and Review</u>

- 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 here. 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 Information and Deadline." NO EXCEPTIONS. We are 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 A Bid Tabulation of responses received as well as Award status can be viewed at <u>www.showmeboone.com</u>.
 - 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 Attachment A.
- 3.5.3. 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 60 days, whichever comes first.

- 4. Response Form
- 4.1. Company Name:
- 4.2. Address:
- 4.3. City/Zip:
- 4.4. Phone Number:
- 4.5. Email Address:
- 4.6. Federal Tax ID:

4.6.1. () Corporation

- () Partnership Name
- () Partnership Name ______
 () Individual/Proprietorship Individual Name ______
- () Other (Specify)

4.7. PRICING

Description	TI	U			
		Unit Price			
Project Area with Less Than 300 ft ² of Total Concrete Pavement Replacement					
Removal, Pavement, $< 300 \text{ ft}^2$	FT ²	\$			
Rock Base, 5" Thick, 1.5" Minus, < 300 ft ²	FT ²	\$			
Concrete Pavement, 7", < 300 ft ²	FT ²	\$			
Concrete Pavement, 7", Quick-Cure, < 300 ft ²	FT ²	\$			
Concrete Pavement, Add. Thick, $< 300 \text{ ft}^2$	FT ²	\$			
Concrete Pavement, Add. Thick, Quick-Cure, < 300 ft ²	FT ²	\$			
Curb & Gutter, Barrier, < 300 ft ²	FT ²	\$			
Curb & Gutter, Barrier, Quick-Cure, < 300 ft ²	FT ²	\$			
Curb & Gutter, Roll-Back, < 300 ft ²	FT ²	\$			
Curb & Gutter, Roll-Back, Quick-Cure, < 300 ft ²	FT ²	\$			
oject Area with 300 ft ² or More of Total Concrete Pave	ement R	eplacement			
Removal, Pavement, $\geq 300 \text{ ft}^2$	FT ²	\$			
Rock Base, 5" Thick, 1.5" Minus, $\geq 300 \text{ ft}^2$	FT ²	\$			
Concrete Pavement, 7", $\geq 300 \text{ ft}^2$	FT ²	\$			
Concrete Pavement, 7", Quick-Cure, $\geq 300 \text{ ft}^2$	FT ²	\$			
Concrete Pavement, Add. Thick, $\geq 300 \text{ ft}^2$	FT ²	\$			
Concrete Pavement, Add. Thick, Quick-Cure, $\geq 300 \text{ ft}^2$	FT ²	\$			
Curb & Gutter, Barrier, $\geq 300 \text{ ft}^2$	FT ²	\$			
Curb & Gutter, Barrier, Quick-Cure, $\geq 300 \text{ ft}^2$	FT ²	\$			
Curb & Gutter, Roll-Back, $\geq 300 \text{ ft}^2$	FT ²	\$			
Curb & Gutter, Roll-Back, Quick-Cure, \geq 300 ft ²	FT ²	\$			
	Descriptionoject Area with Less Than 300 ft² of Total Concrete Pav Removal, Pavement, < 300 ft²	DescriptionUnitsject Area with Less Than 300 ft² of Total Concrete Pavement FRemoval, Pavement, < 300 ft²			

	All Sized Projects				
4.7.21.	Sawing, Additional	LF	\$		
4.7.22.	Removal, Extra Depth	FT ³	\$		
4.7.23.	Rock Base, Extra Depth, 3" Minus	Ton	\$		
4.7.24.	Restoration	FT^2	\$		
4.7.25.	Cold Weather Accommodations	FT^2	\$		
4.7.26.	Joint Sealing	LF	\$		
4.7.27.	Driveway Replacement	FT ²	\$		
4.7.28.	Wet Curing, Conventional Concrete	FT ²	\$		
4.7.29.	Wet Curing, Quick-Cure Concrete	FT ²	\$		

- 4.8. Prompt Payment Terms:
- 4.9. Will you accept automated clearinghouse (ACH) for payment of invoices?
- 4.10. Additional Work (2.1.32.) Contractor selected for this contract should submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.

Please attach schedule of equipment / labor rates to bid response.

Any material used to perform said Additional Work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.

- 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 part of this order.
- 4.11.1. Authorized Representative (Sign by Hand):
- 4.11.2. Type or Print Signed Name:
- 4.11.3. Today's Date:_____

ATTACHMENT A <u>STATEMENT OF BIDDER'S QUALIFICATIONS</u>

(File with Bid Form)

1.	Number of years in business: organizations.	If not under present firm na	me, list previous firm names ar	nd types of
2.	Previous Work: (Complete the followi	-	_	
	Item Purchaser	Amount of Contract	Percent Completed	
3.	General type of work preformed:			
4.	There has been no default in any contra(a) Number of contracts on which def(b) Description of defaulted contracts	ault was made:	*	
5.	List references:			
Da				
thi	s day of	, 20		
Na	me of Organization(s)	By(Signature)		
		(Title)		
45	-30NOV17	Page	November	1, 2017
		16		

(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. 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 resubmittal 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

- 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 COMMISSION CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS

To the Boone County_____Department Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

			Contractor	
	Ву			
			(Signature)	
			(Title)	
State of				
County of	SS.			
	bscribed and sworn to b			
(SEAL)			Notary Public	
MyCommission	expires	,20_	_	
OV17		Page		November 1,

AFFIDAVIT OF COMPLIANCE WITH OSHA TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo (FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)

	,					,	
County of	_)						
State of)	SS					
My name is			I an	n an authorized a	gent of		
	(Company). I am awa	re of the require	ements for OSHA	A training se	et out in §292.675 Revise	d
Statutes of Missouri fo	or those wo	rking on pul	blic works. Al	l requirements of	f said statute	e have been fully satisfie	d
and there has been no	exception to	o the full an	nd complete com	pliance with said	d provisions	relating to the required	
OSHA training for all	those who	performed s	services on this p	public works con	tract for Boo	one County, Missouri.	
NAME OF PROJECT	:						
			Affiant		Date	_	
			Printed Nam	ne		_	
Subscribed and sworn	to before m	ne this c	day of	, 20			

Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public	ic, in and for the County of _			
State of, p	ersonally came and appeared	d (name and tit	le)	
	of the	(name of comp	any)	
	(a corporation)	(a partnership) (a proprietors	hip)
and after being duly sworn did depo Sections 290.210 through and including workmen employed on public works pro and complete compliance with sa NO issued by the Divis in carrying out the Contract and work in (name of project)	290.340, Missouri Revised S ojects have been fully satisfi id provisions and requision of Labor Standards on the connection with	Statutes, pertain ed and there has irements and	ning to the pay as been no exco with Wage	nent of wages to eption to the full Determination
(name of institution)	in		_ County,	
Missouri and completed on the	day of	, 20		
Signature				
Subscribed and sworn to me this	day of _		_, 20	
My commission expires	, 20_	·		

Notary Public

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/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e26140 5110VgnVCM1000004718190aRCRD&vgnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD

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*.

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

County of _____) _____)ss State of _____)

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 to this affidavit.

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.

Affiant

Date

Printed Name

Subscribed and sworn to before me this ____ day of _____, 20___.

Notary Public

Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* 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 18 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.

1.	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.
2.	I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
3.	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.

Applicant

Date

Printed Name

AFFIDAVIT (Only Required for Certification of Individual Bidder (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

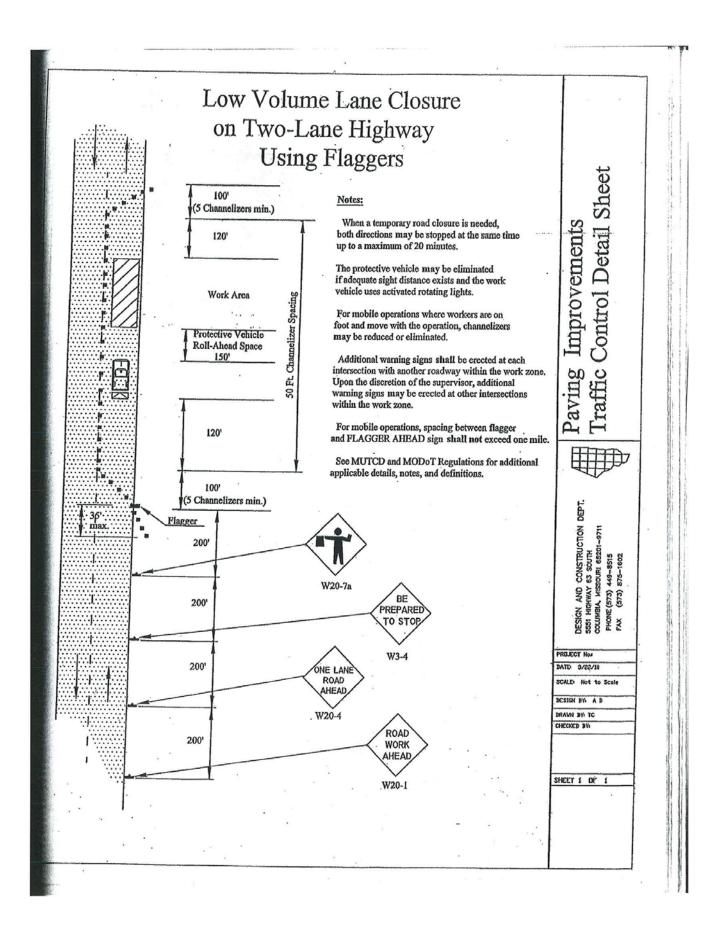
Signature

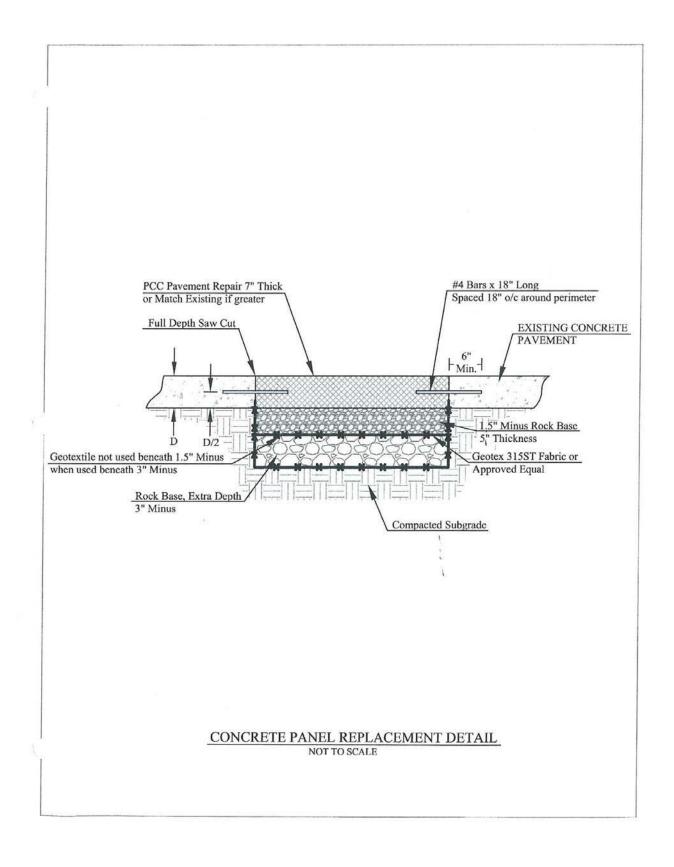
Social Security Number or Other Federal I.D. Number Printed Name

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:







"No Bid" Response Form

Boone County Purchasing 613 E. Ash Street, Room 111 Columbia, MO 65201

Robert Wilson, Buyer (573) 886-4393 – 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 email, mail, or fax.

Bid: 45-30NOV17 – 2018 Concrete Repair Term & Supply

Business Name: ______Address: ______Address: ______ Telephone: ______ Contact: _____ Date: _____ Reason(s) for not bidding: