

**COUNTY OF BOONE - MISSOURI**

**CELEBRATING 200 YEARS  
in 2020**



**REQUEST FOR PROPOSAL  
FOR  
TRI COUNTY BICENTENNIAL MONUMENTS**

**RFP #57-11OCT19  
Release Date: September 10, 2019**

**Submittal Deadline:  
October 11, 2019  
not later than 1:30 p.m. Central Time**

**Boone County Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPO, CPPB, Director of Purchasing  
Phone: (573) 886-4391 Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)**



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

**PROPOSAL #: 57-11OCT19 – Furnishing, delivery, design, fabrication and installation of Tri-County Bicentennial Monuments**

Sealed proposals will be accepted until **1:30 p.m. on Friday, October 11, 2019** in the Boone County Purchasing Office, Boone County Annex Building, Room 110, 613 E. Ash Street, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: [mboobbitt@boonecountymo.org](mailto:mboobbitt@boonecountymo.org) or download from the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPO, CPPB  
Director of Purchasing

Insertion: Wednesday, September 11, 2019  
COLUMBIA MISSOURIAN



## 1. INSTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 P.M.**, central time, on **Friday, October 11, 2019** to:

Boone County Purchasing Department  
Melinda Bobbitt, CPPO, Director  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201-4460

RFPs will be opened shortly after 1:30 p.m. in the Conference Room of the Boone County Annex Building, 613 E. Ash Street, Room 110, Columbia, MO 65201.

- b) The County will not accept any proposals received after 1:30 P.M. and will return such late proposals to the Offeror.
- c) When submitting a proposal, the Offeror must submit one (1) original and one (1) copy of the proposal (total of two), plus an electronic copy of the original proposal on a thumb drive (USB memory stick). Proposals will be opened publicly but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a

complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for the furnishing, delivery and installation of **Tri-County Bicentennial Monuments** as set forth herein.

2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

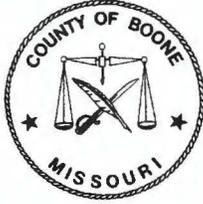
- 1) Instructions and General Conditions
- 2) Introduction and General Information
- 3) Scope of Services
- 4) Proposal Submission Information
- 5) Response/Pricing Page

### 2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, prior to the proposal opening and preferably no later than 5:00 p.m., Monday, October 7, 2019. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPO, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet.

- a. Melinda Bobbitt, CPPO  
Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, Missouri 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390  
E-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org)

2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.



### **3. SCOPE OF SERVICES**

#### **3.1. INTRODUCTION**

##### **3.1.1. Introduction:**

Boone County, Missouri will celebrate its Bicentennial in 2020. As part of the Bicentennial celebrations, Boone County is joining with Callaway and Cole Counties to create something special for the three counties which became counties in 1820 (the year before Missouri became a state).

The goal of this RFP is to contract with a vendor for provision of **the design, fabrication and installation of four monuments (one large and three small)**. A large monument will be placed at the Katy trailhead just north of Jefferson City in Callaway County. Three smaller monuments/replicas will be placed near the courthouses in Boone County, Callaway County and Cole County. The larger monument is three sided with a side for each of the three counties.

Proposal responses should include sufficient information to clearly convey the concept. It may include sketches, drawings, illustrations, photo montages, and written descriptions.

##### **3.1.2. Budget Description:**

The budget for the monuments has been established at a shall not exceed \$20,000 total; however, the cost of any given proposal will be an important factor in the selection process. The budget includes the design fee, all costs of materials and fabrication of the monuments, travel, retaining workers and equipment for installation, insurance costs, engineering expenses, permits, bonds, documentation, preparing specifications and providing all materials necessary for installation of the work.

##### **3.1.3. Offeror Responsibility:**

The Offeror is expected to be thoroughly familiar with all specifications and requirements of this RFP. The Offeror's failure or omission to examine any relevant form, article, site or document will not relieve the Offeror from any obligation regarding this RFP. By submitting a proposal response, the Offeror is presumed to concur with all terms, conditions and specifications of this RFP.

#### **3.2. GENERAL REQUIREMENTS**

3.2.1. Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing, delivery, design, fabrication and installation of **four (4) monuments** and to provide all

labor, materials, tools, equipment, transportation, services, and supervision for project located in Boone, Cole and Callaway counties.

**3.2.2. Quantity and Site: One (1) large and three (3) small**

One (1) larger monument placed at the Katy Trailhead, just north of Jefferson City, Missouri in Callaway County. Each of the three counties will also have a smaller monument, which will be placed in a location to be determined (possibly around each courthouse) that will be linked to the larger monument and will celebrate the bicentennial as well.

**3.2.3. Monument Design:**

The following description is a suggestion. Offeror may offer their own design with dimensions. The goal is to tie the four monuments together.

**Dimensions:**

**Large Monument**

Maximum Height: 8'

Maximum Width: 4' at base, 2" top

Base is four sided. The obelisk part is three sided with a side for each of the three counties depicting the county outline and county name with a plaque at the bottom.

**Small/Replica Monument** (linked to the larger monument)

Maximum Height: 46"

Maximum Width: 20" at base,

Small monument will replicate the larger one with the same shape and possibly the same decoration on the long/tall part.

**Plaques:** Include pricing for a bronze plaque and provide detail about the proposed lettering.

**Durability:** The Monuments should be substantial, made of durable and low maintenance materials such as brick or stone.

**Structural Footing:** If a structural footing with a concrete foundation is needed, provide detail and pricing in your RFP response.

**3.2.4. Warranty:**

Provide warranty information with proposal response.

**3.2.5. Experience:**

Must have experience with community-based monument projects and have successfully managed and completed at least two similar-scale projects with a budget equal to or greater than \$10,000.

**3.2.6. Scheduling of project:** Following award of contract, Contractor must coordinate and schedule the project by contacting Commissioner Janet Thompson, phone: 573-886-

4309 or email: [JThompson@boonecountymmo.org](mailto:JThompson@boonecountymmo.org). You are NOT to contact Commissioner Thompson while the RFP is on-going. All questions shall be directed to Purchasing.

**3.2.7. Work Hours:**

It is preferred that the contractor shall provide installation during normal business hours. Normal business hours shall be Monday - Friday 7:00 A.M. to 4:30 P.M. The Contractor must schedule the installation with each County representative.

**3.2.8. Delivery of Service:**

All service shall be performed in a timely manner. **The large monument shall be delivered on or before November 2020 and the three smaller monuments on or before July 2020 or as scheduled and agreed between the contractor and the County.** The contractor must communicate all delays of service delivery to the County promptly. The County reserves the right to obtain product and service elsewhere in the event the contractor fails to deliver requested product and service, and to charge the contractor the difference in cost between the contract price for product and service and the cost the County must bear for the contractor's failure to deliver ordered product and service.

**3.2.9. Work Quality and Work Tasks:**

All work performed by the contractor shall be conducted in a professional manner consistent with accepted and customary business standards installation of monuments. Where not more specifically described in any of the various sections of these specifications, work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved. All work shall be executed by personnel skilled in their respective lines of work.

All contract work must be performed in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, including specifically, but not limited to, local environmental ordinances. The contractor shall understand and agree that the contractor's ignorance of any applicable federal, state and local laws, ordinances, rules and regulations shall not relieve the contractor of any responsibility to comply with all said laws, ordinances, rules and regulations.

The contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The contractor, at the contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the County Representative shall be consulted.

**3.2.10. Final Inspection and Approval:**

The contractor shall request the County Representative conduct a site inspection after the project is complete. Final project approval is contingent upon the County Representative's final inspection.

**3.2.11. Equipment Safety:**

The contractor shall be responsible for providing safety equipment required to protect its employees, the public, surrounding areas, equipment and vehicles. The safety of the contractor's employees and the public is of prime concern to the County, and the contractor must take all necessary steps to ensure proper safety during the performance of the contract.

**3.2.12. Property Damage:**

The contractor shall be responsible for any damages or breakage as a result of the contractor's performance. The contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by the contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.

**3.2.13. Permits Requirement:**

The contractor shall be responsible for obtaining any and all required permits in order to conduct monument installation under the contract. The contractor shall build the cost to obtain necessary permits into project pricing quoted on the Vendor Response and Pricing Pages.

**3.3. Contract Terms and Conditions:**

3.4.1. The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.4.2. Offeror must clearly state any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

**3.4. The Contractor shall provide insurance as follows:**

**3.4.1. Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**3.4.2. 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 their 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 or provide evidence of monopolistic state coverage. 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.

**3.4.3. 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 them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing 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.

**3.4.4. Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**3.4.5. 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 Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

**3.4.6. 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 or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

**3.4.7. 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.

3.4.8. 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.

3.4.9. 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.

**3.4.10. Certificate Holder address:**

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

**3.5. Cancellation Agreement:**

The County reserves the right to cancel the contract with cause, if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract may be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow Contractor reasonable opportunity to cure material breach but is not required to do so.

**3.6. Billing and Payment:**

Payment will be made within thirty (30) calendar days from receipt of a correct statement. All pricing shall conform to pricing quoted on the Vendor Response and Pricing Pages. Pricing shall be firm and fixed. Pricing shall include furnishing all labor, transportation, materials, equipment including rental equipment, supplies and permit fees

necessary to provide **design, fabrication, and installation of monuments** as described herein. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination Freight Prepaid and Allowed** (all freight, transportation and insurance costs shall be included in the quoted price to the County). The contractor shall understand and agree that Boone County is tax exempt.

### **3.7. Employment of Unauthorized Aliens Prohibited:**

The contractor shall agree to comply with Missouri State Statute Section 285.530 in that the contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor also shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with contracted services.

The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

### **3.8. Non-Prevailing Wage Work:**

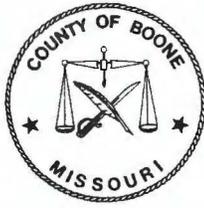
Due to awarded contract going to be \$75,000 or less, Missouri prevailing wage does not apply.

### **3.9. 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.

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.**

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.



#### 4. PROPOSAL SUBMISSION INFORMATION

##### 4.1. RESPONSE TO PROPOSAL

##### 4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror must submit one (1) original and one (1) copy of the proposal (total of two), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department  
Attn: Melinda Bobbitt, CPPO, Director of Purchasing  
613 E. Ash Street, Room 110  
Columbia, MO 65201

b. The proposals must be delivered no later than **1:30 p.m. on October 11, 2019**. Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

**4.1.2. Competitive Negotiation of Proposals:** The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.

4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

**4.1.3. Evaluation and Award Process:**

4.1.3.1. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

- a. **Method of Performance**
- b. **Experience/Expertise**
- c. **Cost**

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror and/or presentation of their product proposed with a tour of the vendor's facility, if deemed necessary by the County. All arrangements and scheduling will be coordinated by the County.

**4.1.4. Evaluation:**

4.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

4.1.4.2. The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Attachment B to this RFP or in a similar manner):

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates and locations of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof.

4.1.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

4.1.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

4.1.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Bidder's final response rating.

- 4.1.4.6. Where the words “should”, “may” or “desired” are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Bidder’s final response rating.
- 4.1.4.7. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.



5. Response/Pricing Page

The price quoted shall be firm and fixed, and shall include furnishing all labor, transportation, materials, equipment including rental equipment, supplies and permit fees necessary to provide the furnishing, delivery, design, fabrication and installation of monuments as described herein. The pricing shall include the freight, crane truck, concrete foundation and any other needed items to complete installation. No other costs shall be paid by the County. Pricing shall be quoted **FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.**

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

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

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

Federal Tax ID (or Social Security #): \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

**5.1. Pricing:** Attach pages detailing your pricing for the four monuments.

**5.2. Project Completion:** The bidder should provide a total number of days for completing the project from Notice to Proceed date. The large monument is due no later than November 2020 and the smaller monuments no later than July 2020.

\_\_\_\_\_ Calendar Days to complete project following Notice to Proceed from County

**5.3. Subcontracted Work:** The bidder should address whether any work will be subcontracted or not. If any work will be subcontracted, then the bidder should identify what work will be subcontracted, also identifying the name of the subcontracted firm(s) and their location:

Subcontractor(s) will be used: (Circle) Yes - or - No

If "Yes" is circled, describe details about subcontractors below:

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5.5. **Licenses and Training:** The bidder, at the time of bid submittal, shall possess all applicable professional licenses and/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, and 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 exterior window cleaning in compliance with regulating authorities. Copies must be submitted upon request of Boone County in a timely manner after request; failure to do so may compromise adversely affect the evaluation of the bid.

5.6. Holidays: Identify the holidays the vendor's business observes:

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5.7. Describe any deviations from bid specifications (Vendors Note: Any deviation from any mandatory specification may render the bid nonresponsive and incapable for award.):

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5.8. Describe warranty or attach:

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**Debarment Certification**  
**(Please complete and return with Proposal Response)**

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

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Name and Title of Authorized Representative

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Signature

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Date

## Boone County Purchasing



Melinda Bobbitt, Director  
613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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### 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.eyJd4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=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, choose one of the three options that applies. 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*.



**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.

**Option**

- \_\_\_\_ 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 – *see following page*) 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)**

*(see previous page)*

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:

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

**Description of Prior Services (include dates):**

## **Boone County 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. 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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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 E. Ash Street, Room 110  
Columbia, MO 65201

***“No Bid” Response Form***

Melinda Bobbitt, CPPO, Director of Purchasing  
(573) 886-4391 – Fax: (573) 886-4390

**“NO BID RESPONSE FORM”**

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

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

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

**Bid: 57-11OCT19 - Tri-County Bicentennial Monuments**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for Not Bidding:

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