

**COUNTY OF BOONE - MISSOURI**



**REQUEST FOR PROPOSAL  
FOR  
ASPHALT MILL AND OVERLAY PARKING LOT  
REPAIR – REALITY HOUSE**

**RFP # 61-07OCT19**

*Release Date: September 4, 2019*

**Submittal Deadline:  
October 07, 2019  
not later than 2:00 P.M. CST**

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

**Liz Palazzolo, Senior Buyer  
Phone: (573) 886-4392 Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)**



## NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting proposals in response to this Request for Proposals (RFP) for the following:

**RFP #: 61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair for Reality House**

Sealed proposals will be accepted until **2:00 P.M. on Monday, October 07, 2019** in the Boone County Purchasing Office, Room 109, located at 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) 886-4392; fax (573) 886-4390 or e-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org).

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Liz Palazzolo, CPPO, C.P.M.  
Senior Buyer

***Insertion: Wednesday, September 04, 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.
- 1.2 Proposal Closing: All proposals must be **delivered before 2:00 P.M.** Central Time on **October 07, 2019** to:
- Boone County Purchasing Department  
Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201-4460
- 1.2.1 The County will not accept any proposals received after 2:00 P.M. Late bids may be returned unopened if the vendor requests within ten (10) business days after bid opening. All returns will be made at the vendor's expense.
- 1.3 Sealed Proposals Required: 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." No fax or electronic transmitted proposals will be accepted.
- 1.3.1 If the offeror chooses not to submit a proposal, please return the enclosed *No Bid Response Page* and note the reason.
- 1.4 Copies: The offeror is advised to submit one (1) original proposal, and two (2) copies of the proposal (for a total of three copies), plus an electronic copy of the original proposal on a thumb drive (USB memory stick).
- 1.5 Bid Opening: Proposals will be opened publicly shortly after 2:00 P.M. on **October 07, 2019** but only the names of offerors will be read aloud at the proposal opening. Following contract execution or rejection of all proposal responses, all responses will become a part of the public record and will be released to any person or firm who requests access. **Missouri Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents (e.g., Section 610.021 RSMo), the County's proposal file becomes part of the public record at time of contract execution or when all proposals have been rejected.

1.6 If the offeror has obtained this proposal document from the Boone County Purchasing Web Page or from a source other than the Boone County Purchasing Department, prior to submitting the proposal the offeror is advised to check with the Boone County Purchasing Department in order to ensure that the RFP solicitation package is complete, i.e., the offeror has all addenda and attachments as applicable. ***The Boone County Purchasing Department will not be responsible for providing RFP addenda if the vendor has not been added to the official Vendor list for this Request for Proposal.***

1.7 Guideline for Written Questions: ***All questions regarding this Request for Proposal should be submitted in writing, prior to the RFP opening and no later than 5:00 P.M., September 30, 2019*** (which allows enough time to issue an addendum answering the questions). All questions must be mailed, faxed or e-mailed to the attention of Liz Palazzolo. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at <https://www.showmeboone.com/purchasing/bids/> (Select Purchasing, then Current Bid Opportunities). Submit questions to:

Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, Missouri 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: [lpalazzolo@boonecountymo.org](mailto:lpalazzolo@boonecountymo.org)

1.8 RFP Addenda: In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum 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.

1.9 Preproposal Conference and Tour:

1.9.1 A preproposal conference and tour of the Reality House parking lot will be conducted to ensure that the offeror understands the requirements. The Preproposal Conference will be held at the Boone County Annex Conference Room located at 613 E. Ash Street in Columbia, Missouri starting at **9:30 A.M. on Wednesday, September 11, 2019**. Those in attendance will then travel to the parking lot at Reality House so interested offerors can see first-hand the work that is necessary. Travel to and from the parking lot is the offeror's responsibility.

1.9.2 Offerors interested in submitting a proposal are strongly encouraged to attend the scheduled preproposal conference and tour. While the County will attempt to make accommodation for offerors who are unable to attend the scheduled preproposal conference and tour, offerors are advised that the County strongly encourages all offerors to attend the scheduled preproposal conference and tour.

- 1.9.3 Each offeror is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site condition, and/or any other existing condition, factor, or item that may affect or impact on the performance of service described and required by the requirements herein. The offeror shall not be relieved of responsibility for performance under the contract for any reason whatsoever.
- 1.9.4 For any questions about the preproposal conference and tour, including ADA accommodations, please contact the Buyer of Record, Liz Palazzolo at 573-886-4392.



## 2. INTRODUCTION AND GENERAL INFORMATION

### 2.1 Introduction:

2.1.1 This document constitutes a request for sealed proposals for **Asphalt Mill and Overlay Parking Lot Repair for the Reality House** 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 Work
- 4) Proposal Submission Information
- 5) Offeror Response/Pricing Page(s)
- 6) Signature and Identity of Offeror
- 7) Statement of Offeror's Qualifications
- 8) Anti-Collusion Statement
- 9) Certification Regarding Debarment
- 10) Certification Regarding Lobbying
- 11) Work Authorization Certification
- 12) Affidavit of Compliance with OSHA
- 13) Affidavit of Compliance with Prevailing Wage
- 14) Sample Performance Bond
- 15) Sample Labor & Material Payment Bond
- 16) "No Bid" Response Form
- 17) Boone County Standard Terms and Conditions
- 18) Attachment One – Missouri Prevailing Wage Order No.26, dated March 8, 2019, Section 010, Boone County

2.1.3 Purpose: Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "contractor" for a contract for performing parking lot repair at the Reality House located at



### 3. SCOPE OF WORK:

#### 3.1 General Requirements:

- 3.1.1. Asphalt Mill and Overlay: The contractor shall remove and replace asphalt for the parking lot at Reality House and make asphalt repair as necessary. The location of service shall be the parking lot at Reality House located at 1900 E. Prathersville Road in Columbia, Missouri. The contractor shall furnish all labor, materials, supplies, equipment and traffic control in order to successfully perform repair of the parking lot in accordance with requirements stated herein.
- 3.1.2. All work shall be performed in compliance with accepted industry standards and practices.
- 3.1.3. The contractor shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations that relate in any manner to the work performed under contract, including, but not limited to, local environmental ordinances. Ignorance of said laws, ordinances, rules, and regulations by the contractor shall not relieve the contractor from responsibility to comply with all said laws, ordinances, rules, and regulations.
- 3.1.4. Job Start: The contractor shall locate all utility points prior to commencement of work.
- 3.1.5. The contractor shall be required to provide appropriate warning signs and barricades during the project to ensure public safety.

#### 3.2 Materials Requirements:

- 3.2.1. The contractor shall be responsible for providing all material necessary to complete the parking lot repair. The contractor shall be responsible for accurately measuring the quantity of material required for the entire project. Quantities identified herein are estimates. The County does not guarantee a specific amount of work under the contract. The contractor shall not impose minimum or total order quantities.
- 3.2.2. The contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.
- 3.2.3. The contractor shall provide the County Facilities Management Department with all current Material Safety Data Sheets (MSDS) prior to use of any hazardous material on the parking lot site.
- 3.2.4. All materials provided and work done shall be in accordance with the current version of Missouri Standard Specifications for Highway Construction, 2011.
- 3.2.5. Asphalt, BP-2, R.A.P.: The contractor must use plant mix pavement in conformance with the current version of Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix may contain up to 20% recycled asphalt pavement, however no shingles shall be included in this mix. The contractor must submit a MODOT approved

Job Mix Formula no more than three (3) years old. At the County's discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). The contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this task.

### **3.3 Surface Milling, Asphalt, Contractor Haul-off:**

- 3.3.1. The contractor shall perform milling of the existing parking lot asphalt surface to a depth prescribed by the County. Typical applications will be 1-3" deep depending on conditions. The contractor shall be responsible for hauling-off and/or retainage of millings.

### **3.4 Tack Coat Requirements:**

- 3.4.1. The contractor shall conduct tack coat tasks in compliance with the current version of MoDOT section 407 Standard Specifications. Material shall be diluted asphalt emulsion such as SS-1, SS1-h, SCC-1 and CSS-1h or an approved equal. Material shall be applied in adherence with the current version of Missouri Standard Specifications for Highway Construction, 2011.

### **3.5 Project Schedule Requirements:**

- 3.5.1. The contractor shall be required to schedule project inspections with the Facility Maintenance Manager.
- 3.5.2. Contract work must be performed in the time frame represented on the Offeror's Response and Pricing Pages. No work shall be started without the prior approval of the Facilities Management Director of his designee. It is the contractor's responsibility to notify the County Facilities Maintenance Manager within 48-hours of starting the work. A written project schedule showing the progression of work must be submitted for the County's approval no later than 48-hours prior to commencement of work. Work must begin as soon as possible upon execution of contract and must be completed within the timeframe stated on the Offeror Response and Pricing Pages.

### **3.6 Waste Removal and Site Clean-Up Requirements:**

- 3.6.1. The contractor shall be responsible for the demolition, removal and lawful disposal of all excess materials, including any waste and debris. All costs for said removal shall be included in the bid price.
- 3.6.2. The contractor shall be responsible for removing and replacing damaged surface during the project at no additional expense to the County.
- 3.6.3. The contractor shall leave the work site clean at the end of each workday and at the completion of the project.

### **3.7 Striping:**

- 3.7.1. The contractor shall understand that the County will be responsible for striping.

### **3.8 Warranty Requirements:**

3.8.1. The contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by the contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. The contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) calendar days after receiving written notice that such repairs or replacements are necessary. If the contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County charged back to the contractor.

**3.9 Prevailing Wage:**

- 3.9.1. The contractor shall acknowledge that any total contract cost accepted by the County **over \$75,000.00** will be subject to current Missouri Prevailing Wage law. The contract shall be based upon payment by the contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Department of Labor and Industrial Relations of Missouri. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages, nor does it limit the hours of work which may be performed by any worker in any particular period of time.
- 3.9.2. If the total cost of the contract as accepted by the County for a “major repair” or “construction” of a public work project is \$75,000.00 or less, then the Prevailing Wage Law will NOT apply to the contract.
- 3.9.3. If the total cost of the contract as accepted by the County for a “major repair” or “construction” of a public work project is greater than \$75,000.00, then the Prevailing Wage Law WILL apply to the entire project.
- 3.9.4. Change Orders: If the total cost of the contract as accepted by the County is less than \$75,000.00 for a “major repair” or “construction” of a public work and the contract is later subject to a change order that raises the total contract price over \$75,000.00, then the contractor shall be responsible for identifying that portion of the work causing charges that are in excess of \$75,000.00 and the Prevailing Wage Law WILL apply to only that portion of the project that is in excess of \$75,000.00.

**3.10 Designee:** The primary County contact for the project shall be the Boone County Facilities Maintenance Department, Doug Coley, Director, 613 E. Ash St, Columbia, Missouri 65201. Phone: (573) 886-4401.

**3.11 Invoicing and Payments:**

3.11.1 The contractor shall invoice and be paid in accordance with firm, fixed prices shown on the Offeror Response and Pricing Pages of the contract. The contractor shall submit an itemized invoice to the Boone County Facilities Management Department upon completion of the work.

3.11.2. Payment will be made after the work has been completed and accepted, and an invoice has been received along with required certified payroll records and affidavits of compliance.

3.11.3. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism accomplished by way of a written contract amendment prepared by the Boone County Purchasing Office on behalf of the Facilities Management Department and approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. The County agrees to pay invoices within thirty (30) calendar days of receipt of a valid invoice.

### **3.12 Other General Contract Requirements:**

3.12.1 Insurance Requirements: The contractor shall not commence work under the contract until the contractor has 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 the 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.

a. Employers Liability and Workers Compensation Insurance: The contractor shall take out and maintain during the life of the 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 the 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.

b. Commercial General Liability Insurance: The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the 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 the 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.

- c. The 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. **The contractor shall agree 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.**
- d. Business Automobile Liability: The contractor shall maintain during the life of the 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.
- e. Subcontractors: The 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. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. The subcontractors' commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- f. Proof of Carriage of Insurance: The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. 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.
- g. Indemnity Agreement: To the fullest extent permitted by law, the 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 the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the

contractor or a subcontract for part of the services), of anyone directly or indirectly employed by the 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 the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- h. 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.
- i. 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

3.12.2 Contract Terms and Conditions: The contractor must be 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.

**3.13 Contract Period:**

3.13.1 The initial contract period shall run **Date of Award through Six (6) Months**. The contract will continue on a month-to-month basis until the project is completed, and when either party terminates the contract by providing the other party with thirty (30) calendar days prior written notice.

**3.14 Pricing:**

3.14.1 All contract pricing shall be considered firm and fixed price for the entirety of the identified contract period.

**3.15 Cancellation:**

3.15.1 The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or 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 the

contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach but is not required to do so.

3.15.2 Fiscal Non-Funding Clause: In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

### **3.16 OSHA Requirements:**

3.16.1 Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8<sup>th</sup> Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

- a. The contractor shall be 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. (See attached Compliance With OSHA form)
- b. 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. (See attached Compliance With Prevailing Wage Law form)
- c. 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.

### **3.17 Utilities and Overhead Power Lines Requirements:**

3.17.1 The contractor shall ascertain the presence and location of utilities within the work area. The contractor shall notify and coordinate with the utility that may be affected by the work.

3.17.2 The contractor shall adhere to requirements of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. The contractor shall understand that it is its 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, the 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 the 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. The contractor shall expressly waive 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 the contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

**3.18 Equal Opportunity Employer:**

3.18.1 The County of Boone is an equal opportunity affirmative action employer pursuant to federal and state law, and all respondents submitting proposals shall be considered to be employers in compliance with federal and state laws, unless otherwise stipulated.

**3.19 Work Authorization Certification:**

3.19.1. If the total contract price is in excess of \$5,000, the contractor must complete the Work Authorization Certification form (See attached Work Authorization form). Before an award can be made, the contractor must supply proof of enrollment in the E-Verification program. (See attached Instructions for Compliance with House Bill 1549)

**3.20 Performance Bond and Labor and Materials Payment Bond:**

3.20.1 If during the course of the contract term, the County determines that a project **will exceed \$50,000.00**, the contractor must furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full project price, guaranteeing faithful compliance with all requirements of the contract and complete fulfillment of the contract, **and** payment of all labor, material, supplies and other costs that are incurred to perform all provisions of the contract.

3.20.2 The contractor shall pay for and furnish, when applicable, within ten (10) calendar days after written notice of acceptance of estimate, Performance and Labor and Materials Bonds. The contractor shall provide and pay the cost of the Performance and Payment

Bonds, on forms generally used by the County, each in full amount of the “Not To Exceed” amount for the estimated work, issued by a Surety Company licensed in Missouri, with an “A” minimum rating of performance as stated in the most current publication of “Best’s Key Rating Guide, Property Liability,” which shall show a financial strength rating of at least five (5) times the Contract Price. Each Bond shall be accompanied by a “Power of Attorney” authorizing the attorney-in-fact to bind the surety and certified to include the date of the bond.

**3.21 Sales/Use Tax Exemption:**

- 3.21.1 The County will provide the contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the contractor to 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.



#### 4. PROPOSAL SUBMISSION INFORMATION

##### 4.1. SUBMISSION OF PROPOSALS:

4.1.1 When submitting a proposal, the offeror should include the **original and two (2) copies for a total of three (3) copies**. The offeror should also include an **electronic copy of the proposal on a removable storage drive**.

a. The offeror must submit the proposal to:

Boone County Purchasing Department  
Attn: Liz Palazzolo, Senior Buyer  
613 E. Ash Street, Room 109  
Columbia, MO 65201

b. The proposals must be delivered no later than **2:00 P.M. on Monday, October 07, 2019**. Proposals will not be accepted after this date and time.

4.1.2 **Terms and Conditions:** The offeror agrees that by submitting an offer, Boone County's Terms and Conditions as incorporated herein must become part of the contract, and in the event of conflict between any terms the offeror submits, the terms and conditions of the County must govern.

4.1.3 Note: the terms "offeror" and "vendor" are used interchangeably herein and mean the same.

##### 4.2 ORGANIZATION OF PROPOSAL:

4.2.1 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 offeror is advised that the proposal should, 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.

4.2.2 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.

#### **4.3 OFFEROR'S CONTACTS WITH PURCHASING:**

4.3.1 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.

#### **4.4 VALIDITY OF PROPOSAL RESPONSE:**

4.4.1 Offerors must agree that proposals must remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

#### **4.5 EVALUATION OF PROPOSALS**

4.5.1 Evaluation and Award Process: 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) will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal. The evaluation will include an assessment of cost, the offeror's experience, expertise and reliability, and proposed method for repairing the parking lot

4.5.2 In order to conduct an evaluation of proposals, the vendor is advised to complete the Offeror Response Page, all parts, and to return the completed pages with the vendor's proposal. Failure to provide information necessary to evaluate the vendor's response may render the proposal incapable of award consideration. The County is not obligated to obtain information necessary for evaluation from the vendor. When evaluating responses, the County reserves the right to consider relevant information and fact, whether gained from the response, from a vendor, from the vendor's references, or from any other source.

4.5.3 After an initial evaluation process, a question and answer interview may be conducted with the offeror, if deemed necessary by the County. In addition, the offeror may be asked to make an oral presentation of their proposal to the

evaluation team at a designated Boone County location. Attendance cost must be at the offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.5.4 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 must apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. 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.
- c. 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.
- d. The mandatory requirements of the Request for Proposal must not be negotiable and must remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.5.5 Evaluation of the Offeror's Experience, Expertise and Reliability: Experience, expertise, 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, and outlines the expertise of key personnel who will be assigned tasks to perform for Boone County.

- a. Qualifications Statement/References/Certifications/Licenses: 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.
- b. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background, experience and include any certifications. Indicate professional staff training history. Indicate professional staff experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.

- c. Name other businesses or preferably any government agencies/municipalities for which the vendor has provided similar services in the last three (3) years and provide a current contact name, email address and phone number for each account.
  - d. 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.
- 4.5.6 Evaluation of the Vendor's Proposed Method of Performance and Sample Inspection: 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. The County will be evaluating the offeror's adherence to mandatory performance requirements as well as other features of the offeror's proposed approach to performing the work described herein.
- a. Offerors are cautioned about the use of specific words in the RFP. Where the words "must" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the offeror's final response rating. 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 offeror's final response rating.
  - b. 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.
- 4.5.7 Rejection / Withdrawal of Proposals Response:
- a. Rejection of Proposals: The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with offerors and to accept the proposal deemed to be in the best interest of the County.
  - b. Withdrawal of Proposals: Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.

- c. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.



5. OFFEROR RESPONSE AND PRICING PAGES

In compliance with this Request for Proposal and subject to all the conditions thereof, the offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's company in a contract with the County.

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

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

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

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

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

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

Contact Name and E-Mail Address to receive documents for electronic signature:  
\_\_\_\_\_

**NOTE:** The offeror must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RFP, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

**Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ Yes      \_\_\_\_\_ No

*(Continued on next page)*

**5.1. PRICING:**

The offeror must submit a firm, fixed price below for all identified line items. No other pricing will be paid by the County – therefore the pricing below must cover all asphalt removal, milling, repair asphalt and materials, equipment, supplies, labor and other costs including required insurance to provide parking lot repair at Reality House as specified herein.

<u>LINE ITEM</u>	<u>DESCRIPTION</u>	<u>FIRM, FIXED UNIT PRICE</u>
5.1.1.	4" Repair Total Square Yards 4" Asphalt Over Lay  • Offeror to identify the Total Square Yards to Complete Repair 4" Overlay:	\$ _____/Per Square Yard
5.1.2.	Mill Butt Joints with 2" Asphalt Over Lay # Linear Feet Mill Butt Joint Total Square Yards 2: Over Lay  • Offeror to identify the Total Square Yards to Complete Repair 2" Overlay:	\$ _____/Per Square Yard
5.1.3.	One-time total firm, fixed Mobilization Fee to get equipment, materials, supplies and labor on-site to begin work.	\$ _____/Total One-Time Mobilization Fee
5.1.4.	Grand Total Firm, Fixed Repair Price – shall include all costs and be based on the above-quoted per square yard prices	\$ _____/ Grand Total Repair Price

5.2

**Vendor's Experience, Expertise and Reliability:**

The evaluation of the vendor's proposed experience, expertise, and reliability must be subjective based on the ability of the vendor to perform the requirements stated herein. Therefore, the vendor should present detailed information regarding their experience and reliability. The following information should be provided by the vendor in order to assist Boone County in evaluation of the vendor's experience and reliability. The County reserves the right to use this information, including information gained from any other source, in the evaluation process.

Failure to submit requested information may negatively impact the evaluation of the proposal. The County is under no obligation to obtain information from the vendor not submitted with the proposal that may impact the subjective evaluation of the vendor's proposal.

5.2.1

**Company History:**

The vendor should describe in the available space the company's background in provision of parking lot repair and related services, e.g., when the company was founded, how long the company has been serving the national and Missouri market, etc:

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5.2.2

**Vendor's References:**

Provide at least two (2) references for whom the vendor has performed parking lot ore related repair service for in the past twelve (12) months:

• **Reference 1**

Company/Entity Name: \_\_\_\_\_

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

Contact's Title: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Telephone Number and Area Code: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Description of Equipment/Services Furnished: \_\_\_\_\_

Availability of Reference: \_\_\_\_\_

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=====

- **Reference 2**

Company/Entity Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact's Title: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Telephone Number and Area Code: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Description of Equipment/Services Furnished: \_\_\_\_\_  
Availability of Reference: \_\_\_\_\_

5.2.3

**Personnel Expertise Summary:**

Expertise of **key personnel** who will be assigned tasks as defined herein will be considered in the subjective evaluation of proposals. The vendor should identify the names and provide a brief description of the background, work experience, applicable educational degrees and certification, of key personnel who will be assigned to perform computer output to microfilm services. Identify the title the staff person will be assigned under the prospective contract.

<b>Personnel</b>	<b>Background and Expertise of Personnel</b>
1. _____ (Name)	_____
_____	_____
(Title)	_____
2. _____	_____
(Name)	_____
_____	_____
(Title)	_____
3. _____	_____
(Name)	_____
_____	_____
(Title)	_____

4. \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**5.3**

**Performance Methodology:**

5.3.1

When would the offeror start work on the parking lot: \_\_\_\_\_ calendar days after receipt of the County's Notice to Proceed.

5.3.2

Completion: When would the project be completed – state number of workdays from start: \_\_\_\_\_ workdays after start date.

5.3.3

Describe how the offeror will perform the repair – use of 2" overlay, 4" overlay, etc.:

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

5.3.4

Address how the offeror will schedule work and coordination/communication with the County Facilities Management Department:

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

5.3.5

Primary Contact Information: Provide the contact name, phone number and e-mail for scheduling services and on-going project communication:

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

5.3.6

Other Features: Describe other features of the offeror's approach to performing the parking lot repair that the offeror believes would be of interest to the County as it evaluates the vendor's response:

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

*(The offeror should complete and return with the proposal)*

**SIGNATURE AND IDENTITY OF OFFEROR**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Offeror, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with binding intent to become the responsible and sole Contractor) the signing party is the agent of, and duly authorized in writing to sign for the Offeror or Offerors; and that the signatory is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual                       partnership                       joint venture  
 corporation, incorporated under laws of the state of \_\_\_\_\_

Dated \_\_\_\_\_, 20

Name of individual, all partners, or joint ventures:

Address of each:

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

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

doing business under the name of:

Address of principal place of business in Missouri:

\_\_\_\_\_  
(If using a fictitious name, show this name above in addition to legal names.)

\_\_\_\_\_  
(If a corporation - show its name above)

ATTEST:

\_\_\_\_\_

(Secretary)

\_\_\_\_\_

(Title)

NOTE: If the Offeror is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Offeror is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section

351.570 and following, RSMo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed as requested by the County.

(The offeror should complete and return with the proposal)

**STATEMENT OF OFFEROR'S QUALIFICATIONS**

Name of Offeror: \_\_\_\_\_

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

When Organized: \_\_\_\_\_

When Incorporated: \_\_\_\_\_

Number of years in business: \_\_\_\_\_ If not under present firm name, list previous firm names and types of organizations.

\_\_\_\_\_

List federal tax identification number: \_\_\_\_\_ If not incorporated, state type of business (e.g., sole proprietor, partnership, or other): \_\_\_\_\_

Federal Tax Identification Number (FEIN): or SS number: \_\_\_\_\_

Number of years engaged in business under present firm name: \_\_\_\_\_

If the offeror has done business under a *different name*, please give name and business location under that name: \_\_\_\_\_

Percent of work to be done by directly-employed staff: \_\_\_\_\_

Has the offeror ever failed to complete any work awarded to the offeror's company? Yes Or No (Circle One)

If so, where and why? \_\_\_\_\_

Has the offeror ever defaulted on a contract or been in litigation for services performed? Yes Or No (Circle One)

If "Yes", give details:

\_\_\_\_\_

List of projects currently in progress:

\_\_\_\_\_

(Continued on next page)

Contracts on hand: (Complete the following schedule)

Item	Purchaser	Amount of Percent Contract Completed
_____	_____	_____
_____	_____	_____

General type of product sold and manufactured:

\_\_\_\_\_

There has been no default in any contract completed or un-completed except as noted below:

- (a) Number of contracts on which default was made: \_\_\_\_\_
- (b) Description of defaulted contracts and reason therefore: \_\_\_\_\_

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

List banking references:

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

Upon request will you within 3 (three) days file a detailed confidential financial statement?

Yes \_\_\_\_\_ No \_\_\_\_\_

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

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

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

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

*(The offeror should complete and return with the proposal)*

**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that person signing this statement is \_\_\_\_\_

(Title of Person Signing)

of \_\_\_\_\_  
(Name of Offeror)

that all statements made and facts set out in the proposal for the above project are true and correct; and the offeror (person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive procurement in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that offeror is not financially interested in, or financially affiliated with, any other offeror for the above project

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_

*(The offeror should complete and return with the proposal)*

**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 must 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

*(The offeror should complete and return with the proposal)*

**CERTIFICATION REGARDING LOBBYING**

*Certification for Contracts, Grants, Loans, and Cooperative Agreements*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

Liz Palazzolo  
Senior Buyer



Boone County Purchasing  
613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
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 offeror 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.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the offeror completed when enrolling. The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If the offeror is an Individual/Proprietorship, then the offeror must return the attached *Certification of Individual Offeror*. On that form, the offeror 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 Offeror*. If the offeror chooses option number two, then the offeror will also need to complete and return the attached form *Affidavit*.





**AFFIDAVIT**  
**(Only Required for Certification of Individual Offeror (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:



**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**  
*(Returned to County at the completion of project)*

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)  
\_\_\_\_\_ of the (name of company)  
\_\_\_\_\_ (a corporation) (a partnership) (a  
proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at

(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

**SAMPLE PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

\_\_\_\_\_

As Principal, hereinafter called Contractor, and

\_\_\_\_\_

a Corporation, organized under the laws of the State of \_\_\_\_\_ and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for:

**BOONE COUNTY, MISSOURI  
61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair for Reality House**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible offeror, arrange for a Contract between such offeror and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract price”, as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

(SEAL)  
BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)  
BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**SAMPLE LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

\_\_\_\_\_ ,  
as Principal, hereinafter called Contractor, and

\_\_\_\_\_ ,  
a corporation organized under the laws of the State of \_\_\_\_\_, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and  
firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and  
benefit of claimants as herein below defined, in the amount of

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a  
contract with Owner for

**BOONE COUNTY, MISSOURI**  
**61-07OCT19 – Asphalt Mill and Overlay Parking Lot Repair for Reality House**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by  
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall  
promptly make payments to all claimants as hereinafter defined, for all labor and material used or  
reasonably required for use in the performance of the Contract, then this obligation shall be void;  
otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of  
the Contractor for labor, material, or both, used or reasonably required for use in the performance of  
the Contract; labor and material being construed to include the part of water, gas, power, light, heat,  
oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every  
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety  
(90) days after the date on which the last of such claimant’s work or labor was done or performed, or  
materials were furnished by such claimant, may sue on this bond for the use of such claimant,  
prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have  
execution thereon. The owner shall not be liable for the payment of any costs or expenses of any  
such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

- 1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written  
notice to any two of the following: the Contractor, the Owner, or the Surety above named, within  
ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the  
last of the materials for which said claim is made, stating with substantial or furnished the last of the  
materials for which said claim is made, stating with substantial accuracy the amount claimed and the  
name of the party to whom the materials were furnished, or for whom the work or labor was done or  
performed. Such notice shall be served by mailing the same by registered mail or certified mail,

postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

CONTRACTOR \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)



***"No Bid" Response Form***

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

Liz Palazzolo, Senior Buyer  
(573) 886-4392 Fax: (573) 886-4390  
E-Mail: lpalazzolo@boonecountymo.org

**"NO BID RESPONSE FORM"**

**NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A BID**

If the vendor does 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, e-mail or fax.

**Bid: RFP #61-07OCT19 – Asphalt and Mill Overlay Parking Lot Repair – Reality House**

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

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

\_\_\_\_\_

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

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

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

Reason(s) for Not Submitting Proposal Response :

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

## 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. Offerors 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 the offeror, 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 offeror responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify the offeror 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.

*Revised 1/17/2018*

*End of Document*



# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

# Annual Wage Order No. 26

Section 010  
**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 8, 2019**

Last Date Objections May Be Filed: **April 8, 2019**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$50.07
Boilermaker		\$24.71*
Bricklayer		\$48.21
Carpenter		\$43.62
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$40.27
Plasterer		
Communications Technician		\$50.06
Electrician (Inside Wireman)		\$50.16
Electrician Outside Lineman		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$24.71*
Glazier		\$24.71*
Ironworker		\$55.96
Laborer		\$38.43
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$49.89
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$60.91
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
Painter		\$37.40
Plumber		\$61.73
Pipe Fitter		
Roofer		\$46.55
Sheet Metal Worker		\$51.08
Sprinkler Fitter		\$46.99
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

Heavy Construction Rates for  
BOONE County

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$49.38
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$69.22
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$43.25
General Laborer		
Skilled Laborer		
Operating Engineer		\$54.92
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$24.71*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.