



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 113
Columbia, MO 65201

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

Bid Number: 69-05DEC19
Commodity Title: Grading MKT Trail

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline – Bid Closing

Day / Date: **Thursday – December 5, 2019**
Time: **10:30 A.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201
Directions: The Purchasing Office is located on the Northeast corner at 7th and Ash Street. Enter the building from the South Side. Wheelchair accessible entrance is available.

Bid Opening

Day / Date: **Thursday – December 5, 2019**
Time: **10:30 A.M. C.S.T.**
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Bid Contents

- 1.0: Introduction & General Conditions of Bidding
- 2.0: Primary Specifications
- 3.0: Response Presentation and Review
- 4.0: Response Form
Debarment Certificate
Certification of Individual Bidder
Affidavit
Work Authorization Certification
Standard Terms and Conditions
Statement of Bidder's Qualifications

Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other governmental contracts under more favorable terms.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

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

2. **Primary Specifications**

- 2.1. **ITEMS/SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of labor and equipment for grading of Boone County’s portion of the MKT Trail, 3662 Scott Boulevard, Columbia, Missouri, and occasional grading and excavating work at other Boone County Properties.
- 2.1.1. **Scope of Work** – Provide labor and equipment to perform grading leveling and compacting of surface rock and culvert work on the 4.2 miles of MKT trail and at other facilities owned by Boone County Government. The County estimates that grading of the trail will be required two times per year in the spring and in the fall. The County anticipates each occurrence to be approximately one to two days in duration. Ditching and other related work will be on an as needed basis. These estimates do not imply a guaranteed amount of work. The County will determine the frequency and extent of the work and reserves the right to use other methods to accomplish the work as it deems appropriate. The County will provide rock hauled by in-house staff or another vendor.
- 2.1.2. **Contract Duration** - The Term and Supply Contract period shall be from **January 1, 2020 through December 31, 2020** and may be automatically **renewed for up to an additional four (4) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.1.3. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.1.4. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract renewal period expiration if it is deemed to be in the best interest of Boone County.
- 2.1.5. **Inspection of Facilities:** It is the bidder’s responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area include possible interference from other site activities.
- 2.1.6. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Director.
- 2.1.7. **Contractor Qualifications and Experience:** The Contractor to whom a Grading Services contract is awarded must provide evidence that they have past experience in the type of work as outlined in the attached specifications for a minimum of three years.
- 2.2. **TECHNICAL SPECIFICATIONS:**
- 2.2.1. **Motor Grader and Operator** - Motor Grader shall be equivalent in size and performance to a Caterpillar 140 with a minimum 10’ blade.
- 2.2.2. **Tractor with 8-foot Box Blade and Operator** – Tractor shall be equivalent to a Ford 9N and shall be equipped with a 3-point hitch. The width of the Box Blade must be 8’ since the equipment must be able to cross narrow bridges.
- 2.2.3. **Roller and Operator** – Smooth drum vibratory roller shall be equivalent to a Dynapac CC122.
- 2.2.4. **Backhoe and Operator** – Backhoe shall be equivalent to a John Deere 310 with standard front loader and backhoe buckets.
- 2.2.5. **Skid Steer Loader** – Skid Steer shall be equivalent to a Case 90XT.
- 2.2.6. **Dozer/Loader** – Dozer shall be equivalent to a CAT D-5.

- 2.2.7. **Mobilization** – Mobilization fees shall cover all costs associated with transporting scheduled labor and equipment to and from the site for each event. An event is work conducted within one day or consecutive workdays. Workdays planned to be consecutive but interrupted by weather, mechanical breakdown, contractor scheduling conflicts, or other occurrences beyond the control of the County will count as one event. Contractor shall bid a unit price per mile for mobilization. The County shall calculate the mobilization fee for each piece of scheduled equipment by multiplying the contract rate and the round-trip mileage from contractor’s shop to the job site. For purposes of this bid, contractor shall indicate the round-trip mileage to the MKT trail terminus at McBaine. If the work site is another County facility, the County shall calculate fees according to the bid unit price per mile and actual round-trip mileage. Equipment may be stored overnight on site by prior arrangement with the Director of Facilities Maintenance. County assumes no liability for equipment stored on site or while in use.
- 2.2.8. **Compensation** – Compensation at the hourly rate will begin when work commences on site. County will compensate for actual hours worked by each piece of equipment according to the contract rate. County will not compensate while equipment is on standby. Compensation for equipment in use will include time for delays incidental to the work such as waiting for materials or for staff to move signs. County will **guaranty a minimum payment of two hours** provided that the County requested the equipment to be on site and that the equipment and operator was available for service.
- 2.2.9. **Hours of Work** – Hours of work must be coordinated with the Director of Facilities Maintenance before commencement. Work will begin within seven calendar days of notification unless otherwise arranged. The County anticipates most work to be done between the hours of 6:00am to 6:00pm, Monday through Friday. The County will pay a premium rate for hours greater than eight hours in any given workday or for weekend work.
- 2.2.10. **Work Zone Signage** - Contractor is responsible for all signage or barriers. Minimum signage shall be 36” square with black letters placed on the diagonal on an orange field warning of work ahead placed on stands at each end of the trail and within 500 feet each direction of the work zone. County staff will be available to assist with the signage and flagging.
- 2.3. **CONTRACTOR’S RESPONSIBILITIES** -
- 2.3.1. Contractor shall provide well-maintained equipment and skilled operators.
- 2.3.2. Contractor shall provide all fuel for the equipment and all repair work to the equipment.
- 2.3.3. Contractor shall coordinate all work with the Director of Facilities Maintenance.
- 2.3.4. Contractor shall follow all state, federal, and local requirements unless these specifications note exceptions.
- 2.3.5. Contractor shall exercise caution when working near marked utilities. County will schedule underground utility locates before any excavation work.
- 2.3.6. Contractor shall repair or make satisfactory restitution for any damage to the property of others.
- 2.3.7. Contractor shall be aware that pedestrians and bicyclists will be using the trail and take necessary precautions and minimize inconvenience.
- 2.4. **PREVAILING WAGE** – This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.5. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

- 2.5.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- 2.5.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily 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 \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.5.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.5.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.5.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the 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.

- 2.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.7. 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.
- 2.8. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:

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

- 2.9. **SALES/USE TAX EXEMPTION:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.10. **Invoices:** The County's purchase order number must appear on the invoice. All contracted work done for the County on a "time and material" basis must include the following information with all invoices:
 - 1. Name of the County location where work was performed.
 - 2. Date(s) work performed.
 - 3. Itemized list of material, if any.
 - 4. Itemized cost of material, if any.
 - 5. Labor cost per hour.

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

- 2.10.1. Invoices should be submitted to Boone County Facilities Maintenance for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Facilities Maintenance, 601 East Walnut, Room 205, Columbia, MO 65201.

- 2.11. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, 4 days prior to bid opening, to Robert Wilson, Buyer. Boone County Purchasing, 613 E. Ash Street, Room 113, Columbia, Missouri 65201. Phone: (573) 886-4393 Fax: (573) 886-4390 or Email: rwilson@boonecountymo.org
- 2.12. **Designee** – Doug Coley, Facilities Maintenance Director, 613 E. Ash Street, Room 107, Columbia, MO 6520.
- 2.13 The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is its their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

3. Response Presentation and Review

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

4. Response Form:

(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/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E-Mail Address: _____

4.7. Federal Tax ID: _____

- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) _____

4.8. PRICING

Mobilization

| | Equipment | Estimated events per year | Mileage – Round-trip to MKT Trail | Price per mile | Total Cost |
|--------|--|----------------------------------|--|-----------------------|-------------------|
| 4.8.1. | Motor Grader (2.2.1.) Mfr/Model: _____ | 2 | _____ miles | \$/_____ mile | \$ _____ |
| 4.8.2. | Tractor w/8' Box Blade (2.2.2.) Mfr/Model: _____ | 2 | _____ miles | \$/_____ mile | \$ _____ |
| 4.8.3. | Compaction Roller (2.2.3.) Mfr/Model: _____ | 2 | _____ miles | \$/_____ mile | \$ _____ |
| 4.8.4. | Backhoe (2.2.4.) Mfr/Model: _____ | 1 | _____ miles | \$/_____ mile | \$ _____ |
| 4.8.5. | Skid Steer Loader (2.2.5.) Mfr/Model: _____ | 1 | _____ miles | \$/_____ mile | \$ _____ |
| 4.8.6. | Dozer/Loader (2.2.6.) Mfr/Model: _____ | 1 | _____ miles | \$/_____ mile | \$ _____ |

| | | | | | |
|---------|---|---|-------------|----------------|----------|
| 4.8.7. | Single Axle Dump Truck (8-9 ton loads) | 1 | _____ miles | \$/_____ /mile | \$ _____ |
| 4.8.8. | Tandem Axle Dump Truck (14-16 ton loads) | 1 | _____ miles | \$/_____ /mile | \$ _____ |
| 4.8.9. | Flatbed Single Axle Dump Truck (5-7 ton loads) | 1 | _____ miles | \$/_____ /mile | \$ _____ |
| 4.8.10. | One Ton Dually Flatbed Dump Truck (2-3 ton loads) | 1 | _____ miles | \$/_____ /mile | \$ _____ |

4.9. Total Cost for Mobilization: \$ _____

4.10. Hourly Rates:

| 4.10.1. | Equipment & Operator | Estimated Hours per Year | Standard Rate per hour | Premium Rate per hour | Total Cost (Standard Rate x Hours per Year) |
|----------|---|--------------------------|------------------------|-----------------------|---|
| 4.10.2. | Motor Grader (2.2.1.) | 32 | \$ _____ /hr | \$ _____ /hr | \$ _____ |
| 4.10.3. | Tractor w/8' Box Blade (2.2.2.) | 32 | \$ _____ /hr | \$ _____ /hr | \$ _____ |
| 4.10.4. | Compaction Roller (2.2.3.) | 32 | \$ _____ /hr | \$ _____ /hr | \$ _____ |
| 4.10.5. | Backhoe (2.2.4.) | 8 | \$ _____ /hr | \$ _____ /hr | \$ _____ |
| 4.10.6. | Skid Steer Loader (2.2.5.) | 8 | \$ _____ /hr | \$ _____ /hr | \$ _____ |
| 4.10.7. | CAT D-5 Dozer/Loader (2.2.6.) | 8 | \$ _____ /hr | \$ _____ /hr | \$ _____ |
| 4.10.8. | Single Axle Dump Truck (8-9 ton loads) | 8 | \$ _____ /hr | \$ _____ /hr | \$ _____ |
| 4.10.9. | Tandem Axle Dump Truck (14-16 ton loads) | 8 | \$ _____ /hr | \$ _____ /hr | \$ _____ |
| 4.10.10. | Flatbed Single Axle Dump Truck (5-7 ton loads) | 8 | \$ _____ /hr | \$ _____ /hr | \$ _____ |
| 4.10.11. | One Ton Dually Flatbed Dump Truck (2-3 ton loads) | 8 | \$ _____ /hr | \$ _____ /hr | \$ _____ |

4.11. Equipment & Labor Total: \$ _____

4.12. **BID TOTAL:** \$ _____

4.13. Statement of Bidder's Qualifications Included? _____ Yes _____ No

4.14. Maximum % Increase 1st Renewal Period: _____ %

Maximum % Increase 2nd Renewal Period: _____ %

Maximum % Increase 3rd Renewal period: _____ %

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

4.16. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

Date: _____

References – Bidder must provide three (3) references for services rendered to public/commercial clients who are similar in size and scope.

Reference #1

Individual Name: _____

Company Name: _____

Address: _____

Telephone: _____

Reference #2

Individual Name: _____

Company Name: _____

Address: _____

Telephone: _____

Reference #3

Individual Name: _____

Company Name: _____

Address: _____

Telephone: _____

(Please complete and return with bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

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

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:



Standard Terms and Conditions

Robert Wilson, Buyer
573/886-4392 - FAX 573/886-4390

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.

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form in separate envelope appropriately designated.)

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

2. Contracts on hand: (Complete the following schedule)

| Item | Purchaser | Amount of Contract | Percent Completed |
|------|-----------|--------------------|-------------------|
|------|-----------|--------------------|-------------------|

3. General type of product sold and manufactured:

4. 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 therefor:

5. List banking references:

Dated at _____

this _____ day of _____, 200 _____.

Name of Organization(s)

By _____
(Signature)

(Title of person signing)



“No Bid” Response Form

Boone County Purchasing
613 E. Ash, Room 113
Columbia, MO 65201
Robert Wilson, Buyer
(573) 886-4393– Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 69-05DEC19 – Grading of MKT Trail Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

