



## Request for Bid (RFB)

Boone County Purchasing  
601 E. Walnut, Room 208  
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director  
(573) 886-4391 - FAX (573) 886-4402  
Email: mbobbitt@boonecountymo.org

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### ***Bid Data***

Bid Number: 51-09JUL02  
Commodity Title: **Painting Services Term and Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

#### ***Pre-Bid Conference***

Day / Date: THURSDAY– JUNE 27, 2002

Time: 10:30 A.M. C.S.T

Location: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Conference Room 213  
Columbia, MO 65201**

#### ***Bid Submission Address and Deadline***

Day / Date: TUESDAY – July 9, 2002

Time: 1:25 P.M. (Bids received after this time will be returned unopened)

Location / Mail Address: **Boone County Purchasing Department  
Boone County Johnson Building  
601 E. Walnut, Room 208  
Columbia, MO 65201**

Directions: The Johnson Building is located on the Northeast corner at 6<sup>th</sup> Street and Walnut Street. Enter the building from the East Side. Wheel chair accessible entrance is available on the West side of the building.

#### ***Bid Opening***

Day / Date: TUESDAY – July 9, 2002

Time: 1:30 P.M. C.S.T.

Location / Address: **Boone County Johnson Building Conference Room  
601 E. Walnut, Room 207  
Columbia, MO 65201**

#### ***Bid Contents***

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form  
Standard Terms and Conditions  
Exhibit A  
Prevailing Wage Order #8**

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department/s or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation 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.
- 1.4.1. Prices must be completed by Bidder on the *Response Page* for each item listed. Bids submitted without individual item prices may be considered as non-responsive and rejected.
- 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. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from August 1, 2002 through July 31, 2003, and may be automatically renewed for an additional two (2) years unless canceled by either party commencing with execution of Contract (or on another mutually agreeable start date.)
- 1.7. **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 AND/OR 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 all labor, materials, tools, equipment, transportation, services, and supervision to perform **Painting Services** to various properties of Boone County – Missouri.
- 2.2. **Contract Period** - The Term and Supply Contract period shall be from August 1, 2002 through July 31, 2003, but may be automatically renewed for up to an additional two (2) one-year periods unless canceled by either party.
  - 2.2.1. **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 period expiration if it is deemed to be in the best interest of Boone County.
  - 2.2.2. **Contract Documents** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County, a copy of which is attached.
- 2.3. **PRE-BID CONFERENCE** – A pre-bid conference will be held on Thursday, June 27, 2002, at 10:00 a.m., in the Boone County Johnson Building, 601 East Walnut, Conference Room 213, Columbia, MO.
  - 2.3.1. All potential bidders are encouraged to attend this conference in order to ask questions and provide comments on the Request for Bid. Attendance is not mandatory to submit a response; however, bidders are encouraged to attend since information relating to this RFB will be discussed in detail. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference.
  - 2.3.2. Bidders are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-bid conference/site visit of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.
- 2.4. **Pricing** – Contract will be awarded on a firm price for the initial period ending on July 31, 2003. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
  - 2.4.1. It shall be the responsibility of the Contractor to notify the County of Boone sixty (60) days prior to the end of the contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.5. **General Conditions**
  - 2.5.1. **Scope of Work:** Contractor shall furnish qualified lead painter and additional painters as required by the Boone County Facilities Maintenance Manager to perform painting and/or preparation at various County facilities. Work could be interior or exterior, and includes park and trail areas.
  - 2.5.2. **Estimated Usage:** Based on past usage, the **estimated** total expenditures against this contract are expected to **exceed \$5,000 annually**. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County. All orders will be placed by the Facilities Maintenance Department on an “as needed” basis. The Facilities Maintenance Manager will discuss scope of work and contractor will provide cost estimate prior to commencement of project. Special tools and hours of work for determining rate will be agreed upon. An estimate is for determining project feasibility. Payment will be based on actual hours worked.
  - 2.5.3. **Repair Locations** - All services will be provided at the following County sites in Columbia, Missouri: Boone County Government Center, 801 E. Walnut; Sheriff Department, 2121 County Drive; Courthouse, 705 E. Walnut; Public Works, 5551 S. Hwy. 63; Johnson Building, 601 E. Walnut; Boone County Public Works Maintenance Warehouse, 5501 Oakland Drive; Juvenile Justice Center, 5665 Roger I. Wilson Drive
  - 2.5.4. **Tools Standard** – Contractor shall supply the normal tools of the trade such as step ladders up to and including 8’, extension ladders up to and including 24’, spray paint applicators of all types, self contained breathing apparatus, hand power tools, tarps, drapes, protective coverings, surface patch tools, cleaning products, pans, rollers, brushes etc.
  - 2.5.5. **Tools Special** – Contractor shall furnish rental items at standard rates plus a percentage. Specialty tools would include items such as scaffolding, man-lifts, and electrostatic sprayers. Contractor shall provide rental tickets showing rental rate.
  - 2.5.6. **Transportation** – Contractor shall provide all transportation to and from the jobsite. Contractor shall

bring all materials and tools needed to complete the project. Transportation from shop to jobsite and back is compensable but shall not exceed thirty minutes one way and shall not exceed one round trip per day unless otherwise authorized by Boone County Facilities Manager.

- 2.5.7. **Materials** – Contractor shall be able to apply various materials including latex, alkyds, epoxy, stains and clear finishes. Contractor will store products as directed. Boone County Facilities Maintenance will normally provide all finish products, however, Contractor may be asked to furnish any or all materials on a cost-plus basis. Contractor shall provide receipts for materials purchased.
- 2.5.8. **Surface Preparation** – Surface preparation shall be done according to the SSPC rating recommended for the product to be applied. The minimum preparation shall be done according to SSPC-SP1.
- 2.5.9. **Safety** – Contractor shall follow OSHA regulations for the protection of the workers and by-standers. Workers entering a confined space shall have appropriate training and rescue equipment.
- 2.5.10. **Hours of Work** – Standard work hours will be 6:00 a.m. to 6:00 p.m., Monday through Friday. Weekend and evening rates will apply for work outside these hours and must have prior approval by the Boone County Facilities Maintenance Manager.
- 2.5.11. The County reserves the right to bid any job with an estimated cost of \$4,500 or more.
- 2.5.12. In the event any provisions of contract are not fulfilled by Contractor, and or the quality of workmanship is deemed unsatisfactory by the County, The County may, upon written notice to the Contractor, terminate this contract in ten (10) days after such written notice.
- 2.5.13. **Sub-Contractors:** No subcontractors shall be used without prior approval of the Facilities Maintenance Manager.
- 2.5.14. **Contractor Qualifications and Experience:** The Contractor to whom a Painting 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.
- 2.5.15. **Invoices:** The County’s purchase order number must appear on the invoice. All contracted work done for the County must include the following information with all invoices:
  - 1. Name of the County location where work was performed.
  - 2. Date(s) work performed.
  - 3. 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.

- 2.5.17. 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.
- 2.6. **Contractor Responsibility:**
  - 2.6.1. Contractor must state a realistic and true time when they can schedule the work. If this proposed schedule is acceptable to the County representative, the Contractor shall book the job.
  - 2.6.2. Contractor is responsible for accurately measuring the quantity of material required for the entire project.
  - 2.6.3. Contractor shall follow all state, federal and local requirements, laws, ordinances, rules and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance on the part of the Bidder will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules and regulations.
  - 2.6.4. **Final Inspection and Approval:** Contractor will not be required to obtain any City of Columbia permits but is required to schedule project inspections with the Boone County Facilities Maintenance Manager. The Contractor shall request the Facilities Maintenance Manager to conduct a site inspection after the project is complete. Final project approval is contingent upon the Facilities Maintenance Manager’s final inspection.
  - 2.6.5. **Workmanship:** Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operations as intended). All work shall be executed by personnel skilled in their respective lines of work.

- 2.6.6. **Cleaning:** The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor, at the Contractor's expense, shall dispose of all surplus material, rubbish, and debris. The work area shall be cleaned at the end of each workday. All materials, tools, equipment, etc., shall be removed or safely stored. The County is not responsible for theft or damage to the Contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday. If there is a question in this area, the Facilities Maintenance Manager shall be consulted.
- 2.6.7. **Property Damage:** Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor's activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.6.8. **Warranty:** The contractor shall guarantee all work performed under this contract. All work shall be warranted for a minimum period of ninety (90) calendar days from the date of project completion. If the same job must be repaired again for any failure during the warranty period, the follow-up service will be performed at no charge to the County.
- 2.6.9. Contractor shall be responsible for coordinating all work involving utility structures with the appropriate utility owners prior to commencement of any work.
- 2.6.10. Contractor shall coordinate the removal, relocation and/or installation of all signs, signal bases and parking meters with the City of Columbia.
- 2.6.11. Contractor shall be responsible for removing and replacing any concrete injured.
- 2.6.12. Contractor will be required to provide appropriate warning signs during the project to insure public safety.
- 2.7. **Contractor's Insurance:**
- 2.7.1. **Insurance Requirements** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the County has approved such insurance. All policies shall be in amounts, form and companies satisfactory to the County.
- 2.7.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, Employee's Liability and Worker's Compensation Insurance for all of their employees employed at the site of work. In case any class of employees engaged in hazardous work under this contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide Employee's Liability Insurance for the protections of their employees not otherwise protected.
- 2.7.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.
- 2.7.4. **Owner's Contingent or Protective Liability and Property Damage** - The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Should any work be subcontracted, these limits will also apply.
- 2.7.5. **Insurance Certifications** - 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 and requiring a thirty (30) day mandatory cancellation notice. 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 project.

2.8. **INDEMNITY AGREEMENT** – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor 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.

2.9. **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 subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five 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. **Special Conditions and Requirements**

2.10.1. **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. Arrangements for bidder’s inspection of facilities may be secured from Ken Roberts, Manager of Facilities Maintenance at (573) 886-4401.

2.10.2. **Wage Rates**

2.10.2.1. **General**

2.10.2.2. This 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 worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.

2.10.2.3. 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.

2.10.2.4. 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.

2.10.2.5. Prevailing Annual Wage Order Number 8 is attached. At any given time, the current, “applicable” Prevailing Wage Order is available for review and a copy may be obtained in the office of the Director of Purchasing, 601 E. Walnut, Room 208, Columbia, MO 65201; or e-mail: [mbobbitt@boonecountymo.org](mailto:mbobbitt@boonecountymo.org); or call (573) 886-4391.

2.10.3. **Records**

2.10.3.1. The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.

2.10.4. **Notices**

2.10.4.1. Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous

places on the project under a heading of NOTICE with the heading in letters at least one inch (1”) high.

2.10.5. **Penalty**

2.10.5.1. Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.

2.10.6. **Affidavit of Compliance**

2.10.6.1. After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.

2.10.7. **Wage Determination**

2.10.7.1. During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes.

2.10.7.2. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.

2.11. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Melinda Bobbitt, CPPB, Director of Purchasing, 601 E. Walnut, Room 208, Columbia, Missouri 65201. Phone: (573) 886-4391 Fax: (573) 886-4390 or Email: [mbobbitt@boonecountymmo.org](mailto:mbobbitt@boonecountymmo.org)

2.12. **Designee** - Ken Roberts, Manager of Boone County Facilities Maintenance, 601 E. Walnut, Room 206, Columbia, MO 65201-4460; Phone: (573) 886-4401; Fax: (573) 886-4402; E-mail: [kroberts@boonecountymmo.org](mailto:kroberts@boonecountymmo.org)

2.13. **Award of Contract:** The County reserves the right to award to more than one (1) supplier. Multiple awards may be made on the basis of a primary, secondary, and tertiary supplier. The primary supplier shall furnish the County’s requirements until such time as the County determines that it is in the best interest of the County to seek performance from the secondary supplier, then tertiary supplier. The County’s decision will be based upon the ability of the primary source to supply acceptable goods or services within the County’s time requirements. The County’s decision to utilize the secondary and tertiary sources shall be final and conclusive.

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

**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, enclose with your Response a self-addressed stamped return envelope (size 10, first-class one-ounce postage) for our use in mailing a copy of the summary recap of the award. Notification will be by mail only, except to awarded Bidder.
- 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** – Submit **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the **outside, left corner** with your company name and return address, the bid number and the due date and time.

4.1. Company Name: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Federal Tax ID: \_\_\_\_\_

- 4.6.1. ( ) Corporation
- ( ) Partnership - Name \_\_\_\_\_
- ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- ( ) Other (Specify) \_\_\_\_\_

4.7. **Painting Services:** We propose to furnish the equipment and labor required to perform the work as described in bid, as indicated in this Bid Blank, provided to the County of Boone – Missouri, with transportation charges prepaid, and for the price quoted below. All equipment and labor to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1. ITEM	DESCRIPTION	UNIT PRICE
1.	Lead Painter/Contractor @ Standard Time Rate:	\$ _____/hour
2.	Lead Painter/Contractor @ Weekend/Evening Rate:	\$ _____/hour
3.	Additional Painter @ Standard Time Rate:	\$ _____/hour
4.	Additional Painter @ Weekend/Evening Rate:	\$ _____/hour
5.	Special Tools:	Rental Cost Plus: _____ %
6.	Material:	Purchase Cost Plus: _____ %

4.8. **Holidays:** Contractor shall list the holidays observed by their company: \_\_\_\_\_

4.9. 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: \_\_\_\_\_

Today's Date: \_\_\_\_\_

4.10. Maximum % Increase 2<sup>nd</sup> Contract Period: \_\_\_\_\_%

Maximum % Increase 3<sup>rd</sup> Contract Period: \_\_\_\_\_%

4.11. 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

**EXHIBIT A**

**PRIOR EXPERIENCE**

(References of similar services for governmental agencies are preferred)

**1. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**2. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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

**3. Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

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



**Boone County Purchasing**  
601 E. Walnut, Room 208  
Columbia, MO 65201  
**Melinda Bobbitt, Director**

Phone: 573/886-4391 - FAX 573/886-4402

***Standard Terms and Conditions***

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1. 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.
  2. 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.
  3. 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.
  4. 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.
  5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
  6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
  7. 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.
  8. 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.
  9. Failure to deliver as guaranteed shall disqualify Bidder from future bidding.
  10. 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.
  11. No bid transmitted by fax machine will be accepted.
  12. 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.