



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

Request for Bid (RFB)

Melinda Bobbitt, CPPB, Director of Purchasing

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Bid Data

Bid Number: **28-24JUN11**

Commodity Title: **Towing and Recovery Services Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **FRIDAY, June 24, 2011**

Time: **10:30 A.M. Central Time (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 6th 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: **FRIDAY, June 24, 2011**

Time: **10:30 A.M. Central Time (Bids received after this time will be returned unopened)**

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

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
 - Work Authorization Certification**
 - Certification Regarding Debarment**
 - Certification of Individual Bidder**
 - Individual Bidder Affidavit**
 - Debarment Certification**
- Exhibit A **Prior Experience**
 - Standard Terms and Conditions**
 - No Bid Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 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 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.
- 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 **date of award through June 30, 2012 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.
- 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 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 provision of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Towing and Recovery Services** for various offices/departments of Boone County, Missouri.
 - 2.1.1. All requests for service shall be made on an “as needed basis”. The County does not guarantee a minimum volume of tows under a prospective contract and the County does not guarantee that the Contractor’s service will be utilized. In addition, the County reserves the right to utilize other vendors as well as in-house staff when it deems it necessary.
 - 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
 - 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
 - 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
 - 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum quantities or total prices.
 - 2.6. **GENERAL CONDITIONS**
 - 2.6.1. This contract shall be primarily for towing services and possibly for some recovery services as requested by the Public Works Department, Sheriff’s Office or other office/department at Boone County on an “as required” basis, generally within a 15 mile radius of the City of Columbia city limits. Contractor shall agree to provide the following service:
 - To facilitate towing and recovery/removal of motor vehicles for the Sheriff’s Office, including County owned vehicles and vehicles impounded / confiscated for investigative purposes.
 - To facilitate towing and recovery of County owned vehicles for the Public Work’s Department (other County department/office). With a fleet of approximately 300 vehicles, those requiring towing service include cars, vans, pick-up trucks, construction type trucks and dump trucks.
 - 2.6.2. The County’s intent is to make multiple awards as may be required to cover towing services for all required classes of vehicles. Vendors who offer the full range of towing services and vendors who are capable of handling only smaller class vehicles are encouraged to submit bids.
 - 2.6.3. **Contractor Qualifications and Experience:** The Contractor to whom a Towing and Recovery 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.
 - 2.6.4. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind. Copies of licenses should be submitted with the bid indicating

that the entity bidding the project is licensed to perform the activities or work included in the contract documents.

- 2.6.5. **Invoices:** Invoices shall be presented to the County at the point of delivery when possible. Each invoice shall include:
- The name of County personnel requesting service.
 - The vehicle license number.
 - The date, time and location of pick-up and drop-off.
- 2.6.5.1. Monthly Statements should be submitted to the respective ordering office/department (i.e. Public Works, Sheriff's Office) for payment which will be made 30 days after receipt of a correct and valid monthly statement.
- 2.6.6. **Equipment Certification:** All equipment required to perform within this resulting contract shall be subject to review and evidence as to its operating efficiency. Award will not be made to a vendor should the County determine the quality or quantity of its equipment to be inadequate to service its towing needs. The County also reserves the right to inspect and approve all equipment at various intervals during the term of a resulting contract. Failure to promptly correct deficiencies of required equipment shall be considered just cause to cancel a resulting contract.
- 2.7. **CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:**
- 2.7.1. **Towing Service Hours and Charges:** Towing services shall be available twenty-four (24) hours per day, seven (7) days a week including holidays with no penalty or additional cost for after hours, weekends or holiday service.
- 2.7.1.1. **Winch-Out Rates:** Bidders shall state (in the space provided on the Response Form) their hourly labor rate for winch-out jobs for each of the vehicle classifications. Bidders will be entitled to receive payment for winch-out jobs in addition to the fee(s) charged for the towing call.
- 2.7.1.2. **Pulling Drive-Shafts:** Bidders shall state (in the space provided on the Response Form) either their flat rate or hourly labor rate for pulling drive shafts in each of the vehicle classifications.

Bidders will be entitled to receive payment for pulling drive shafts in addition to the fee(s) charged for towing call.

Note: Drive shafts need only be pulled if the drive wheels are in contact with ground during towing operations.

Note: The Bidder will be held liable for the cost of repairs to a vehicle with automatic transmission that is towed without pulling the drive shaft.

- 2.7.2. **Response Time:** When called, the towing service must be in-route to the stated location within five (5) minutes between 7:00 a.m. and 10:00 p.m., or within ten (10) minutes at any other time, provided that in no case will response time exceed twenty (20) minutes. Consideration will be given to the distance and traffic conditions.

Note: Should the Contractor be unable to meet the above specified time frame, it shall be their responsibility to inform the County of this fact at the time the initial call is made.

The County reserves the right to call another towing vendor if service is not provided within this time frame.

Three documented no responses or three documented substantial late responses without prior notification may result in contract termination.

- 2.7.3. **After Hour Calls:** Bidders shall state how they handle after hours calls (i.e., answering service, 24 hour dispatch, etc.); in the space provided on the bid form. **Answering machines/voice mail will not be accepted.**
- 2.7.4. **Towing Authorization:** Authorization for each towing service will be made to the Contractor only by the County's authorized personnel.
- 2.7.5. **Major Breakdowns / Natural Disasters:** The County requires that the Contractor provide the name of a contact person and phone number (voice mail/answering machine will not be

acceptable) which will afford the County access twenty-four hours per day, 365 days per year, to Towing Services.

2.7.6. **Towing Weight Classifications:** Bidders must be capable of providing towing service for the following vehicle classifications:

1. Small: Cars, motorcycles and light trucks. This shall cover the removal of any automobile, motorcycles or light truck up to 11,000 lbs registered G.V.W.

2. Medium duty trucks. This shall cover the removal of any medium duty truck with a registered G.V.W. of 11,001 to 34,000 lbs.

3. Heavy-duty trucks and heavy equipment. This shall cover the removal of any heavy-duty truck or heavy equipment (i.e., motor graders) with a registered G.V.W. of 34,001 lbs or more.

Note: Bidders may be allowed to sub-contract jobs to other towing companies, If special services or equipment are required. Permission must first be obtained from the County prior to sub-contracting.

2.7.7. **Delivery of Towed Vehicles:** All vehicles towed under this contract shall be delivered to: Public Works Department, 5551 Highway 63 South, Columbia, MO 65201 or; Sheriff Office, 2121 County Drive, Columbia, MO 65202 or; A Repair Shop located within the City of Columbia city limits.

2.7.8. **No Tow Situations:** All reasonable attempts will be made by the County to notify Contractor if a cancellation is necessary. No charges shall incur for a “no tow” if the tow driver arrives and there is no vehicle or if the vehicle is in running/driving condition at the time of tow driver arrival, but still on scene (e.g. vehicle was experiencing a mechanical malfunction, but upon arrival of tow driver the vehicle started and is able to leave the scene on its own power, thus not needing tow company services of any kind).

2.7.9. **Towing Vehicles and Equipment:** The County desires that only qualified, reputable wrecker operators and suitable equipment are provided to service vehicles. Vehicles shall be towed with appropriate equipment and care that will prevent damage to the vehicles. The Contractor should maintain and operate in his normal line of business, a full service wrecker fleet consisting of wheel lift style tow vehicles and at least one rollback truck. The Contractor shall use the appropriate equipment for each tow (including safety accessories such as flares, fire extinguishers, floodlights, etc as appropriate) to minimize damage to the vehicle. The County staff may request rollback service at the time of the initial call.

Bidders shall provide a list of all tow vehicles to be used under this contract on the Response Form or as an attachment to the bid response. This list shall be inclusive of year, make and model.

All tow vehicles shall meet the following specifications and include/carry the following equipment;

1. Sirens on wreckers are prohibited.
2. The name, address and telephone number of the wrecker operator must be professionally lettered and placed in a conspicuous place on both sides of the truck. The name should be in letters at least three inches (3”) high and the address and telephone number should be at least one inch (1”) high.
3. Wreckers should be equipped with marker lights and all other equipment as required.
4. There should be a rotor beam or strobe –type light, amber in color, mounted on

the wrecker in such a manner that it can be seen from the front, rear and both sides.

5. All trucks should be equipped with a business type communication radio, which has been licensed and approved by the Federal Communications Commission. The mobile radio shall enable the wrecker operator to communicate with his area of operations from any point within Boone County. A citizens band radio is not acceptable.

- 2.7.10. **Driver Requirements:** All drivers towing vehicles/equipment shall have a valid Commercial Drivers License (CDL) in their possession as required.

Drivers shall be adequately and properly trained in all aspects of operation of the tow vehicle.

Drivers shall be properly supervised, alert, and suitable to the work with no impairment from drugs or alcohol.

- 2.7.11. **Damage Responsibility:** The Contractor will be held liable for the costs to repair damage to all County requested towed vehicles and property caused by him, his employees and or his equipment. Proper and careful recovery practices shall be followed on each tow regardless of the condition of the vehicle being towed. Vehicles shall not be “jerked” or otherwise roughly handled.

- 2.7.12. **Repairs Prohibited:** At no time shall the Contractor or his employees attempt to perform repairs on County requested towed vehicles or equipment. The Contractor will be held liable for the cost to repair damage to vehicles and equipment caused through repairs attempted by him or his employees. Towing and recovery service is all that is required under this bid.

Note: Vehicles may be started with a booster battery and cables if required.

- 2.7.13. **Exemptions:** In the event of an accident or other circumstance beyond County control, emergency personnel at the scene will not be bound by this agreement. Such official personnel may utilize procedures as necessary and appropriate to ensure the safety and welfare of the general public.

- 2.7.14. **Supervision and Safety:** The Contractor shall be responsible for the supervision and direction of the work performed by his employees.

The Contractor shall be responsible for instructing his employees in all safety measures. All equipment used by the Contractor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any vehicle being towed or any person or persons on County property. All electrical equipment shall be properly grounded. All employees will wear proper personal protective equipment while working on a County requested towed vehicle or on County premises.

- 2.7.15. **Office/Yard Locations:** Bidders shall provide a list of the location(s) of the office(s)/yard(s) from where your tow trucks are normally dispatched.

- 2.7.16. **Records and Reports:** The Contractor shall keep a complete record of all calls; including the exact time the tow vehicle was activated, the time of arrival at the scene, the exact location of the disabled vehicle, the time of arrival at the County Facility, the beginning and ending odometer readings of the tow vehicle, and total miles traveled.

- 2.7.16.1. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed from the

- performance of duties under the contract, unless otherwise agreed to in writing by the County.
- 2.8. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.8.1. **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, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 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 Worker's 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.
- 2.8.2. **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 and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, 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. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

- 2.8.3. **COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.8.4. **Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.
- 2.9. **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.

2.10. **SPECIAL CONDITIONS AND REQUIREMENTS**

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. Telephone (573) 886-4391; Fax (573) 886-4390, E-mail: mbobbitt@boonecountymo.org.

2.11. **Designee** - Boone County Public Works Department; Boone County Sheriff Office; any other Designated office/department at County.

3. Response Presentation and Review

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

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.5.1. E-mail: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. Towing and Recovery Service: We propose to furnish the equipment/material/service 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/material/service to be furnished in accordance with the County of Boone – Missouri specifications attached hereto.

4.7.1.	The pricing below shall be for services provided within 15 miles of the City of Columbia city limits. Price per mile beyond that should be listed below.		
4.7.2.	The County reserves the right to make multiple awards as may be required to cover towing services for all required classes of vehicles and to meet the needs of the offices/departments at Boone County. Vendors who offer the full range of towing services and vendors who are capable of handling only smaller class vehicles are encouraged to submit bids.		
4.7.3.	<u>Provide Pricing for a Standard Tow. A standard tow is considered from one location to another location within 15 miles of city limits with no maneuvering around other obstacles that does not require recovery services or accident services.</u>		
	1.	Small: Cars and Light Trucks (¾ ton or less standard tow)	\$ _____ /flat rate
	2.	Medium Duty Trucks (1 ton standard tow)	\$ _____ /flat rate
	3.	Heavy Duty Trucks & Heavy Equipment (greater than 1 ton standard tow)	\$ _____ /flat rate
4.7.4.	<u>Additional Services</u>		
	1.	Flat Tire Repair/Change (labor charge associated with tow)	\$ _____ /15 minutes
	2.	Jump Start (labor charge associated with tow)	\$ _____ /15 minutes
	3.	Pull Axle (labor charge associated with tow)	\$ _____ /15 minutes
	4.	Pull Drive Shaft, labor charge (labor charge associated with tow)	\$ _____ /15 minutes
	5.	Small Winch-Out, labor charge (labor charge in addition to tow charge, per 15 minute increments at recovery site)	\$ _____ /15 minutes
	6.	Medium Winch-Out, labor charge (labor charge in	\$ _____ /15 minutes

		addition to tow charge, per 15 minute increments at recovery site)	
	7.	Heavy Winch-Out, labor charge (labor charge in addition to tow charge, per 15 minute increments at recovery site)	\$ _____/15 minutes
	8.	Extra man (labor charge associated with tow)	\$ _____/15 minutes
	9.	Small: Mileage Per Mile Charge to deliver or pick up vehicle outside specified range of 15 miles from city limits	\$ _____/mile
	10.	Medium: Mileage Per Mile Charge to deliver or pick up vehicle outside specified range of 15 miles from city limits	\$ _____/mile
	11.	Heavy: Mileage Per Mile Charge to deliver or pick up vehicle outside specified range of 15 miles from city limits	\$ _____/mile
4.7.5.	<u>Provide pricing for Recovery (immobile/stuck vehicle) Operations for wrecks or other special recovery efforts when the Contractor may need to supply an additional wrecker, and there may be additional time and manpower required. Provide pricing for this service based on 15 minute increments above the standard rates already listed.</u>		
	1.	Small – Provide pricing for this service based on 15 minute increments above the standard rates already listed.	\$ _____/15 minutes
	2.	Medium – Provide pricing for this service based on 15 minute increments above the standard rates already listed.	\$ _____/15 minutes
	3.	Heavy – Provide pricing for this service based on 15 minute increments above the standard rates already listed.	\$ _____/15 minutes
4.8.	Maximum Percentage Increase for Renewal Periods:		
4.8.1.	_____ % 1 st Renewal Term		
4.8.2.	_____ % 2 nd Renewal Term		
4.8.3.	_____ % 3 rd Renewal Term		
4.8.4.	_____ % 4th Renewal Term		
4.9.	Emergency Twenty-Four Hour Service Contact:		
	Name: _____		
4.9.1.	Telephone Number: _____		
4.9.2.	After Hour Calls: Bidders shall state how they handle after hours calls (i.e., answering service, 24 hour dispatch, etc.); in the space provided on the bid form. Answering machines/voice mail will not be accepted: _____ _____ _____		

List of all tow vehicles to be used under this contract (sample provided below). This information may also be supplied as an attachment rather than listed below.

Vehicle Unit	Year/Make/Model	Type of Vehicle	Manuf. Of Body & Lift
Sample: 017	93/Ford/F-350	Rollback	Holmes
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4.10.

Location of Office/Yard: Please list the location(s) of the office(s) / yard(s) from where your tow trucks are normally dispatched:

4.11.

Contractor Data:

- a) How long has your company been in business? _____ years
- b) How many people does your company employ? _____
- c) Is your company owned by a larger company? If so, who: _____
- d) Has your company ever filed for bankruptcy under its current name or previous name? If so, provide dates and outcomes. _____
- e) List any suits, liens, or judgments that have been filed against your company and any current liability if applicable: _____
- f) Do you employees have certifications such as Wreckmasters? If so, provide details: _____

4.12.

Deviations: List any deviations to the specifications stated within:

4.13.

4.14. 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

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

4.15.1. Authorized Representative (Sign By Hand):

4.15.2. Type or Print Signed Name:

4.15.3. Today's Date: _____

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549 (for use completing the next three pages: Work Authorization Certification; Certification of Individual Bidder; Affidavit)

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the E-Verify Memorandum of**

Understanding that you 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 you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

(Please complete and return with Contract)

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:

Please 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



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):



Standard Terms and Conditions

Boone County Purchasing

601 E. Walnut, Room 208

Columbia, MO 65201

Melinda Bobbitt, CPPB, Director of Purchasing

Phone: (573) 886-4391 – Fax: (573) 886-4390

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.
13. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.



“No Bid” Response Form

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

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

“NO BID RESPONSE FORM”

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

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

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

Bid: 28-24JUN11 Towing Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

