



BOONE COUNTY PURCHASING
613 East Ash Street, Room 109
Columbia, MO 65201

REQUEST FOR BID

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Buyer

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BID DATA

INFORMATION

Bid Number: 39-08JUL15

Bid Title: Towing and Recovery Services – Term and Supply

SUBMISSION INFORMATION

Due Date and Time: Wednesday, July 8, 2015 at 2:00 p.m. CST

Location: Boone County Purchasing Department
Boone County Annex Building
613 East Ash Street, Room 109
Columbia, MO 65201

OPENING INFORMATION

Date and Time: Wednesday, July 8, 2015 at 2:00 p.m. CST

Location: Boone County Purchasing Department
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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 the following Sections of this Request for Bid.

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:

1.2.1.1. Purchasing - The Purchasing Department, including its Purchasing Director and staff.

1.2.1.2. 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.

1.2.1.3. 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.

1.2.2.1. 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.

1.2.2.2. 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.

1.2.2.3. 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 (48) 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 Addendum - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award shall be made to the Bidder(s) whose offer(s) provides 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. The County also reserves the right to award to multiple vendors and therefore encourages bid submissions from not only vendors that offer a full range of towing services, but also vendors that are only capable of towing smaller class vehicles.
- 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:
 - a. the provisions of the Contract (as it may be amended);
 - b. the provisions of the Bid;
 - c. the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** –Term and Supply Contracts resulting from this Bid shall have an initial twelve (12) month contract period beginning the date of the Commission Order. In the event any provisions of the contract are not fulfilled by the 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.
- 1.7. **CONTRACT RENEWAL** – The contract may be renewed by the County for up to an additional four (4) one-year periods unless cancelled by the Purchasing Department Director in writing prior to any renewal period. The unit prices identified on the Response Form shall remain fixed for the identified initial contract period. If the County exercises the option for renewal, the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.

If renewal percentages are **not** provided, then prices during any renewal period shall be the same as during the initial contract period.

- 1.8. 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.
- 1.9. TERMINATION FOR CONVENIENCE – The Purchasing Department Director may, by written notice, terminate this contract in whole or in part when it is in the best interest of the County. If this contract is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this contract for services rendered to the effective date of termination. Termination for convenience shall be effective thirty (30) days from the Contractor’s receipt of notice unless a longer time period is provided in the notice.
- 1.10. 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.
- 1.11. 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. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted 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.
- 1.12. 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 services or total prices.

2. CONTRACT CONDITIONS AND REQUIREMENTS

2.1. INSURANCE

- 2.1.1. 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. Insurance limits indicated below may be lowered at the discretion of the County.

- 2.1.2. Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, Employers Liability and Workers Compensation Insurance for all of 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.
- 2.1.3. Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it 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 \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.1.3.1. 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.
- 2.1.4. Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.1.5. Subcontractors - Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of 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.

2.1.6. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) days prior written notice to the Owner. 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.

2.2. 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.

2.2.1. 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.

2.3. OVERHEAD LINE PROTECTION - 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 it is 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.

2.4. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED – Contractor shall comply with Missouri State Statute Section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Please return a copy of the Memorandum of Understanding that you will receive following completion of enrollment. This will provide the County the proof of enrollment.

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

2.5. SALES/USE TAX EXEMPTION – County will provide the Contractor with a Missouri Tax Exemption letter and, if applicable, a Missouri Project Exemption Certificate for Boone County, Missouri. 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 (5) 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.

2.6. BILLING AND PAYMENTS - Invoices should be submitted to the department that requested the services. Payment shall be made within thirty (30) days after receipt of a correct and valid invoice.

- 2.6.1. Invoices for all contracted work done for the County on a “time and material” basis shall include the following information at a minimum:
- a. County’s Contract Number.
 - b. Name of the County Department and employee that requested the services.
 - c. The vehicle license number.
 - d. The date, time, and location of pick up and drop off.
- Note: If the above information is not noted on the invoice, it will be returned to the Contractor for additional information before payment can be made.*
- 2.6.2. The billing addresses are:
- a. Facilities Maintenance, 613 East Ash, Room 107, Columbia, MO 65201
 - b. Public Works, 5551 Tom Bass Road, Columbia, MO 65201
 - c. Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.

3. PRIMARY SPECIFICATIONS

- 3.1. SERVICES TO BE PROVIDED - Boone County proposes to contract with an individual(s) or organization(s) 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 to various departments of Boone County, Missouri. The County’s fleet includes vehicles such as cars, vans, SUVs, pickup trucks, and large construction trucks. Services shall be provided throughout the County of Boone.
- 3.2. BACKGROUND INFORMATION – The current contract for towing and recovery service, Number 28-24JUN11, will expire this year and not be renewed. Award was made to a company that provided services for vehicles weighing one ton or less. To view past award information for this contract, please navigate to Bid Awards on our website and select 2011. More information that includes the previous Request for Bid and Bid Tabulation can also be found on our website in the 2011 Bid Archives.
- 3.3. ESTIMATED USAGE - 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 deemed necessary. Based on past usage, the *estimated* total expenditures against this contract have been approximately \$1,000.00 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements do not constitute a guarantee on the part of the County.
- 3.4. CONTRACTOR RESPONSIBILITY / SERVICE REQUIREMENTS:
- 3.4.1. Towing and Recovery Services – The County desires that only suitable equipment be used to tow vehicles. Vehicles shall be towed with appropriate equipment and care that will prevent damage to the vehicle. The Contractor shall maintain and operate 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,

et cetera as needed to minimize damage to the vehicle. The County staff may request rollback service at the time of the initial call.

- 3.4.2. Vehicles Specifications – All tow vehicles shall meet the following specifications and include/carry the following equipment:
- a. Sirens on wreckers are prohibited.
 - b. 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 (3) inches high and the address and telephone number should be at least one (1) inch high.
 - c. Wreckers should be equipped with marker lights and all other equipment as required.
 - d. There should be ample flashing warning equipment mounted on the wrecker in such a manner that it can be seen from the front, rear, and both sides.
 - e. All trucks should be equipped with communication devices that are licensed and approved by the Federal Communications Commission. The communication equipment 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.
- 3.4.3. Towing Weight Classifications – Bidders shall provide towing services for the following vehicle classifications:
- a. Small vehicles such as cars, motorcycles, and light weight trucks up to 11,000 pounds.
 - b. Medium duty trucks weighing between 11,001 and 34,000 pounds.
 - c. Heavy duty trucks and heavy equipment weighing 34,001 pounds or more.
- 3.4.4. Driver Requirements – The County desires that only qualified, reputable wrecker operators provide tow services for the County.
- a. All drivers towing vehicles or equipment shall have a valid Commercial Driver's License (CDL) in their possession as required.
 - b. Drivers shall be adequately and properly trained in all aspects of operation of the tow vehicle.
 - c. Drivers shall be properly supervised, alert, and suitable to the work with no impairments from drugs or alcohol.
- 3.4.5. Supervision and Safety – The Contractor shall be responsible for the supervision and direction of the work performed. The Contractor shall be responsible for instructing the employees in all safety measures. All equipment used by the Contractor shall be maintained in a 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 on County property. All electrical equipment shall be properly grounded and employees shall wear proper personal protective equipment while on County property and while providing tow service to a County vehicle on or off County property.
- 3.4.6. Availability – Towing services shall be available twenty-four (24) hours per day, seven (7) days a week including holidays with no penalty or additional costs for services provided after normal business hours, on weekends, or on holidays.
- 3.4.7. Response Time – Between the hours of 7:00 a.m. and 10:00 p.m., the Contractor shall be en route within five (5) minutes of initial contact. The response time shall

be extended to ten (10) minutes for any service calls outside of these hours. The County expects the Contractor to arrive at the service location within thirty (30) minutes of the initial call. Distance and traffic conditions shall be taken into consideration. The Contractor shall inform the County during the initial call if the Contractor is unable to provide the service within this time frame. In this case, the County reserves the right to use another tow service.

- 3.4.7.1. Three (3) documented incidences of no response or three (3) documented incidences of late response without prior notification shall result in termination of the contract.
- 3.4.8. Calls Outside Business Hours – Bidders shall state on the Response Form their normal business hours and disclose how service calls outside normal business hours are taken and the procedures within this timeframe that follow the initial contact.
- 3.4.9. Major Breakdowns / Natural Disasters – Bidders shall provide an emergency contact name and phone number for the County to use in the event the dispatch system is out of order.
- 3.4.10. Office and Yard Location – Bidders shall provide the address of the location(s) from where tow trucks are dispatched.
- 3.4.11. Sub-Contractors – Bidders may be allowed to sub-contract to other towing companies if special services or equipment are required. However, no subcontractors shall be used without prior approval from the Supervisor of the department requesting the services.
- 3.4.12. Winch-Out Rates – Bidders shall state on the Response Form their hourly labor rate for winch-out services for each of the vehicle classifications. Bidders shall be entitled to receive payment for winch-out services in addition to the fee(s) charged for the tow.
- 3.4.13. Pulling Drive Shafts – Bidders shall state on the Response Form either a flat rate or an hourly labor rate for pulling drive shafts. Note that drive shafts shall only be pulled if the drive wheels are in contact with the ground during towing operations.
- 3.4.14. Towing Cancellations – All reasonable attempts will be made by the County to notify the Contractor of any cancellations. No charges shall be incurred should a tow truck arrive and the vehicle to be towed has been repaired to driving condition and may or may not still be remaining at the site.
- 3.4.15. Damaged Vehicles – The Contractor shall be held liable for all costs associated with the damage of a County vehicle or property incurred during towing services. Proper and careful recovery practices shall be followed during each tow regardless of the condition of the vehicle. County vehicles shall not be handled roughly.
- 3.4.16. Repairs Prohibited – With the exception of starting a battery with a booster battery or use of cables, at no time shall the Contractor attempt to perform repairs on County vehicles or equipment. The Contractor shall be held liable for the costs of repairs needed due to any repair services attempted by the Contractor.
- 3.4.17. Exemptions – In the event of an accident or other circumstances beyond County control, emergency personnel at the scene shall not be bound by this agreement. Such official personnel shall utilize procedures as necessary and appropriate to ensure the safety and welfare of the general public.
- 3.4.18. Confidentiality – The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no

information obtained while providing the requested services shall be used or disclosed by employees of the Contractor unless it is absolutely necessary in order to efficiently perform the duties under this contract. Persons requesting such information should be referred to the County. Contractor shall not divulge any information pertaining to an individual unless otherwise agreed to in writing by the County.

3.4.19. Records and Reports – The Contractor shall keep a complete record of all calls containing the following information:

- a. Exact time the tow vehicle was activated
- b. The time of arrival at the scene
- c. The exact location of the disabled vehicle
- d. The time of arrival at the County facility
- e. The beginning and ending odometer readings of the tow vehicle
- f. Total miles traveled

3.5. CONTRACTOR QUALIFICATIONS AND EXPERIENCE

3.5.1. Qualifications - The Bidder 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.

3.5.1.1. The Bidder shall submit copies of licenses with the bid indicating that the entity bidding the project is licensed to perform the activities or work included in the contract documents.

3.5.2. Experience - The Bidder shall provide evidence that they have past experience in the type of work as outlined in the specifications for a minimum of three (3) consecutive years immediately preceding the submission of this bid.

3.6. OTHER CONDITIONS AND REQUIREMENTS

3.6.1. 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 any vendor should it be determined the quality or quantity of its equipment to be inadequate to service the County’s towing needs. The County also reserves the right to inspect and approve all equipment during the life of the resulting contract. Failure to promptly correct deficiencies of required equipment shall be considered just cause to cancel the contract.

3.6.2. Bid Clarification - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Cheli Haley, Buyer, 613 E. Ash, Room 109, Columbia, Missouri 65201. Telephone (573) 886-4392; Fax (573) 886-4390, E-mail: chaley@boonecountymo.org.

3.6.3. Designee – Only department supervisors from each of the following County departments shall be authorized to make service calls: Boone County Facilities Maintenance, 613 E. Ash, Room 107, Columbia, MO 65201; Public Works, 5551 Tom Bass Road, Columbia, MO 65201; and Sheriff’s Department, 2121 County Drive, Columbia, MO 65202.

3.6.4. 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. In addition, the resulting contract from this Request for Bid will be considered "Non-Exclusive". The County reserves the right to obtain service from other suppliers.

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

4. RESPONSE PRESENTATION AND REVIEW

- 4.1. RESPONSE CONTENT - In order to enable direct comparison of competing Responses, Bidder is to submit their 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".
- 4.2. SUBMITTAL OF RESPONSES - Responses are to 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 U.S. Postal Service or any other mail carrier.
 - 4.2.1. Submittal Package - Submit, to the location specified on the title page, **four (4) 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.
- 4.3. ADVICE OF AWARD - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 4.4. 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.
- 4.5. 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.
- 4.6. RESPONSE CLARIFICATION - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

- 4.7. 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.
- 4.8. 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.
- 4.9. METHOD OF EVALUATION - We will evaluate submitted responses in relation to all aspects of this Bid.
- 4.10. ACCEPTABILITY - We reserve the sole right to determine whether goods and/or services offered are acceptable for County use.
- 4.11. ENDURANCE OF PRICING - Your pricing must be held until contract execution or sixty (60) days, whichever comes first. 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.

5. RESPONSE FORM

5.1. Company Information

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Email: _____ Federal Tax ID: _____

- Corporation
- Partnership Name: _____
- Individual/Proprietorship Name: _____
- Other: _____

5.2. **Dispatch Location:** State the address of the location where your tow trucks are housed and dispatched from if different from the address above: _____

5.3. **Inventory:** Use the space below or attach to this response a list of the tow vehicles to be used under this contract.

Vehicle Unit #	Year/Make/Model	Type of Vehicle	Manufacturer of Body and Lift

5.4. Contractor Data

How many years have you been in business? _____

How many employees do you have? _____

Do your employees have any certifications such as Wreckmasters? Yes No

If yes, please provide details: _____

Is your business owned by a larger company? Yes No

If yes, please provide the name: _____

Has your company ever filed for bankruptcy under its current name or another name?

Yes No

If yes, please provide the dates and outcome: _____

If applicable, please list any suits, liens, or judgments that have been filed against you and any current liability. _____

5.5. Emergency: As described in Section 3.4.9., please list an emergency contact to be used in the event of a natural disaster or major breakdown.

Name: _____ Phone: _____

5.6. Calls Outside Business Hours: Do you have a 24-Hour Dispatch or Answering Service? Please use this space to list your normal business hours and describe how calls outside of these hours are taken as requested in Section 3.4.8. _____

5.7. Services: Contractor proposes to furnish the services to the County as indicated on this Response Form for the price quoted. All services are to be provided in accordance with the County's specifications attached hereto.

5.7.1. Standard Tow: A standard tow is defined as towing a vehicle within 15 miles of the city limits of Columbia from one location to another, no maneuvering around obstacles, and does not require recovery accident services.

Small Cars and Light Trucks (3/4 ton or less) _____ flat rate

Medium Duty Trucks (1 ton) _____ flat rate

Heavy Duty Trucks and Heavy Equipment (greater than 1 ton) _____ flat rate

5.7.2. Additional Services

Flat Tire Repair/Change (associated with towing service) \$ _____ /15 minutes

Flat Tire Repair/Change (not associated with towing service) \$ _____ /15 minutes

Jump Start (associated with towing service) \$ _____ /15 minutes

Jump Start (not associated with towing service) \$ _____ /15 minutes

Pull Axle/Drive Shaft (associated with towing service) \$ _____ /15 minutes

Small Vehicle Winch Out (associated with towing service) \$ _____ /15 minutes

Small Vehicle Winch Out (not associated with towing service) \$ _____ /15 minutes

Medium Vehicle Winch Out (associated with towing service) \$ _____ /15 minutes

Medium Vehicle Winch Out (not associated with towing service) \$ _____ /15 minutes

Heavy Vehicle Winch Out (associated with towing service) \$ _____ /15 minutes

Heavy Vehicle Winch Out (not associated with towing service) \$ _____ /15 minutes

Extra man (associated with towing service) \$ _____ /15 minutes

5.7.3. Out of Range: Tow and recovery services are needed for county vehicles throughout Boone County and are not limited to the Columbia area. Please list the charge per mile once 15 miles or more outside of the city limits of Columbia. The mileage charges listed shall apply until the Contractor is back within local range regardless of the service provided.

Small Vehicle \$ _____ /mile

Medium Vehicle \$ _____ /mile

Heavy Vehicle and Equipment \$ _____ /mile

5.7.4. Recovery of Immobile Vehicles: Provide pricing for recovery operations performed during a wreck or other reason when the Contractor may need to supply an additional wrecker to aid in the recovery and provide additional manpower but only one tow service is needed. Pricing for this service should be provided in 15 minute increments above the standard rates already listed.

Small Vehicle \$ _____ /15 minute

Medium Vehicle \$ _____ /15 minute

Heavy Vehicle and Equipment \$ _____ /15 minute

5.8. Renewals

First Renewal Term: _____%

Second Renewal Term: _____%

Third Renewal Term: _____%

Fourth Renewal Term: _____%

5.9. Cooperatives

Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, Missouri? (A negative response to this question will not affect evaluation of your bid.) Yes No

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 (Print Name): _____

Signature

Date

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder, for the work included in the specifications and plans and the Contract Documents, shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. When Incorporated: _____
5. List federal tax identification number: _____. If not incorporated, state type of business (sole proprietor, partnership, or other): _____. Fed tax ID or SS number: _____.
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a *different name*, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company?
 Yes No
If yes, where and why? _____
10. Have you ever defaulted on a contract or been in litigation for services performed?
 Yes No
If so, give details: _____

11. List of projects currently in progress: _____

12. List of contracts *with contact information*, completed within the last three (3) years, for similar services as described in this bid, including value of each: *Form provided on next page.*

*** Attach additional sheets as necessary ***

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

Include references familiar with your company's work performance for electrical maintenance and major repairs.

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include type, Mfr/Brand of equipment serviced):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

<http://www.uscis.gov/e-verify>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last two pages of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

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:

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

(Please complete and return with Bid)

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.

Print Name and Title of Authorized Representative

Signature

Date

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. 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.
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 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.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



BOONE COUNTY PURCHASING
613 East Ash Street, Room 109
Columbia, MO 65201

NO BID RESPONSE FORM

Cheli Haley
Buyer
Phone: (573)886-4392
Fax: (573)886-4390
chaley@boonecountymo.org

BID INFORMATION:

Bid Number: 39-08JUL15

Bid Title: Towing and Recovery Services – Term and Supply

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 complete this form and return to the Purchasing Department by mail, fax, or email.

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

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

