



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash St, Room 111
Columbia, MO 65201

Melinda Bobbitt, CPPO, CPPB,
Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **27-10MAY16**
Commodity Title: **Chain Link Fence Installation**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline – Bid Closing

Day / Date: **May 10, 2016**
Time: **2:00 P.M. CDT (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: **The Boone County Annex Building is located on the Northwest corner at 7th St. and Ash St. Enter the building from the South side. Wheelchair accessible entrance is available on the South side of the building.**

Bid Opening

Day / Date: **May 10, 2016**
Time: **2:00 P.M. CDT**
Location / Address: **Boone County Annex
Conference Room
613 E. Ash Street
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**
No Bid Response Form
Standard Terms and Conditions
Attachment A **Statement of Bidder's Qualifications/Prior Experience**
Attachment B **Work Authorization Certification**
Attachment C **Debarment**
Attachment D **Site Location/Detail diagrams**

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** - Any questions or clarifications concerning bid documents should be addressed in writing to Melinda Bobbitt, Director of Purchasing, 613 E. Ash Street, Room 110, Columbia, Missouri 65201 no later than five (5) days prior to Bid Opening. Telephone (573) 886-4391 Fax (573) 886-4390, E-mail: mbobbitt@boonecountymo.org.
- 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 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 success bidder's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents

comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bid;
- 3) the provisions of the Bidder's Response.

- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS AND/OR SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a contract for the furnishing of all labor, materials, tools, equipment, transportation, services, and supervision to perform **Chain Link Fence Installation at Multiple Locations**, in accordance with the specifications within these bid documents.
- 2.1.1. **Scope of Services-** The Contractor shall furnish all labor, equipment, and material necessary to complete the following:
Refer to Site Location/Detail diagram attached to this bid.
- 2.1.2. **Project Locations in Columbia, MO:** 1) 5551 S. Tom Bass Rd. (Public Works); 2) 2145 County Drive (EEC antenna site); 3) 2145 County Drive (in storage area of the new ECC Building); 4) 2600 Battle Avenue (antenna site E of Battle Elementary School).
- 2.1.3. **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 bidder(s) desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.1.4. **Project Schedule-** It is the Contractor’s responsibility to notify the Site Contacts within 24 hours of starting the work. Work should begin as soon as possible upon execution of contract.
- 2.1.5. **PRE-BID CONFERENCE** – There is NO pre-bid conference. All Vendors are advised to make arrangements with the Site Contact for site visits prior to bid submittal.
- 2.2. **TECHNICAL REQUIREMENTS**
- 2.2.1. **Site One (1):** 5551 S. Tom Bass Rd. Columbia, MO 65201 (Public Works). Site Contact: Greg Edington; Phone: 573-449-8515.
- 2.2.1.1. Removal of existing chain link, fabric, posts, rails, and gates at the SW property line. Installation of new fence: to extend current NW and SE fence sections to the SW to approximately 80’ from Meyer Industrial Drive (283’ per side). Installation of new fence connecting to the ends of the extensions along the SW property line (385’). This section shall include two 30’ openings for gates centered at existing paved driveways. Existing 40’ gate on the NE side (by the building and fuel islands) shall be reduced to a 30’ opening and a new gate installed.
- 2.2.1.2. **Gates:** Shall accommodate openings and be Tymetal or equal construction. All cantilever tracks/mechanisms shall be shielded from snow and ice accumulations. North gate on the SW property line and the NE gate shall have Chamberlain CSW24E or equal openers installed. Boone County shall be responsible for supplying electric to an area designated by the successful vendor.
- 2.2.1.3. **Site preparations:** The Public Works department will provide pre-installation site grading (suitable to the successful vendor).
- 2.2.1.4. **Excess metal material or unused removed metal material:** may be disposed of in a County provided roll off container located on-site.
- 2.2.1.5. Property Boundaries: will be marked by Boone County Public Works.
- 2.2.1.6. Fence dimensions shall match existing – 6’ high with no barbed wire top.
- 2.2.2. **Site Two (2):** 2145 County Drive Columbia, MO 65202 (EEC Antenna Site). Site Contact: Dave Dunford; Phone: 913-208-9561.
- 2.2.2.1. Construction of fence to surround an antenna site and a small shed as per drawing in attachment D.
- 2.2.2.2. Part of fence will be located next to a building. Posts installed in this area and other utility areas will need to be hand excavated to avoid damaging concrete footings and/or utilities. Fence to be constructed with a 3 strand barbed wire top with post-to and corner barb arms. Fence to be constructed with a bottom wire around the full fence perimeter. Vendor shall furnish specified gates as per locations on Attachment D.
- 2.2.3. **Site Three (3):** 2145 County Drive, Columbia, MO 65202 (EEC Storage area). Site Contact: Terry Cassil Phone: 573-489-2155.
- 2.2.3.1. Interior installation to include approximately 23’ of fence with a 6’ double gate in the center (hinged on the outside and swing to the center – not like the drawing in Attachment D). Gate shall have a latch and hardware for a padlock. Posts will be fastened with flange mounts and appropriate concrete fasteners. 8’ fence will not have a barbed wire top.

- 2.2.4. **Site Four (4):** 2600 Battle Drive, Columbia, MO 65202 (Battle Antenna Site). Site Contact: Dave Dunford; Phone: 913-208-9561.
- 2.2.4.1. Construction of fence to surround an antenna site and a small shed as per drawing included in attachment D.
- 2.2.4.2. Fence to be constructed with a 3 strand barbed wire top with post-to and corner barb arms. Fence to be constructed with a bottom wire around the full fence perimeter. Vendor shall furnish specified gates as per locations on Attachment D.
- 2.2.5. **Materials:**
- 2.2.5.1. Gate posts 4" diameter – SS40; Corner posts 3" diameter – SS40; Line posts 2 3/8" diameter – SS40, Top rails 1 5/8" diameter SS20. All vertical posts shall have galvanized caps to prevent the inflow of precipitation.
- 2.2.5.2. All material to be steel construction and hot dipped galvanized in accordance with ASTM-A-123.
- 2.2.5.3. Chain link fabric to be 8' tall unless otherwise specified (Site One (1) is 6'). All mesh to be constructed with 9 gauge wire.
- 2.2.5.4. Barbed wire (Site Two (2) and Four (4)) shall be 4-point type and 12.5 gauge steel.
- 2.2.6. **Gate Construction:**
- 2.2.6.1. Applies to all gates as shown in attachment D drawings except for Site One (1).
- 2.2.6.2. Gates shall be fabricated from 1-5/8" diameter SS40 pipe. Shall be welded construction with center horizontal rail and angle supports for strength as necessary.
- 2.2.6.3. All welds or damage to galvanized coating shall be worked smooth and coated with Z.R.C. Cold Galvanizing Compound or approved equal.
- 2.2.6.4. Furnish pedestrian gates with latching device that can be secured with a padlock.
- 2.2.6.5. Furnish paired drive gates with latching device that pins to ground and can be secured with a padlock.
- 2.2.6.6. Furnish and install gate hinges in a secure manner to prevent easy gate removal or theft.
- 2.2.7. **General Construction:**
- 2.2.7.1. All work to be completed in a neat and workmanlike manner; installation to be performed consistent with manufacturers recommended guidelines and in consort with contemporary trade practices.
- 2.2.7.2. Fence fabric to be attached at suitable intervals to provide strength and resistance to entry or vandalism. Fabric to be stretched to create an appearance free of sag and panel "waiving".
- 2.2.7.3. Maximum span of 10' between line posts and all corner and gate posts shall be trussed.
- 2.2.7.4. Concrete shall be an approved standard and may be mixed on-site. Dry pack mixture is unacceptable. No fabric or gate installation shall proceed until concrete for supporting posts is fully cured.
- 2.2.7.5. If there is an any additional rock clause proposed by the Contractor it shall be attached as an additional submittal.
- 2.3. **Contractor Responsibilities:**
- 2.3.1. The Contractor shall be responsible for the removal and lawful disposal of all excess materials, and costs for said services shall be included in the bid price.
- 2.3.2. The Contractor shall complete all required utility locations prior to commencement of work.
- 2.3.3. The Contractor shall comply with all Federal, State and Local laws, ordinances, rules, and regulations that in any manner affect the work. Special attention is called to, but not limited to, the local environmental ordinances. Ignorance of said laws, ordinances, rules, and regulations on the part of the Contractor will in no way relieve him from responsibility of compliance with all said laws, ordinances, rules, and regulations.
- 2.3.4. The Contractor shall be required to schedule project inspections with the respective project contact.
- 2.3.5. The Contractor shall provide all material safety data sheets prior to use of any hazardous material on the site.
- 2.3.6. The Contractor shall be required to remove all waste and debris and the site will be left clean at the end of each workday. Contractor shall return all excavated areas to pre-work grade condition.
- 2.3.7. The Contractor shall provide new material of high quality that shall give long life. The workmanship shall be of high quality in every detail.
- 2.4. **WARRANTY** –The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the County, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within

- this period or in case of emergency, where, in the judgment of the County, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County charged to the Contractor.
- 2.5. **PREVAILING WAGE - PREVAILING WAGE RATES** – The contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340 including the latest amendments thereto. **The current Prevailing Wage Order 22 is enclosed and is applicable to this project.** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.
- 2.6. **DESIGNEE** – Boone County Public Works, Greg Edington, Assistant Manager, 5551 S Tom Bass Rd. Columbia, Missouri 65201. Phone: (573) 449-8515.
- 2.6.1. **Bid Clarification/Contact** – Any questions or clarifications concerning bid documents should be addressed in writing, a minimum of 5 days PRIOR TO BID OPENING, to Melinda Bobbitt, Director, 613 E. Ash Street, Room 110, Columbia, MO 65201. Phone: (573) 886-4391 Fax: (573) 886-4390; E-mail: mbobbitt@boonecountymmo.org.
- 2.7. **BILLING AND PAYMENT** – Payment will be made after the work has been completed and an invoice has been received along with required certified payroll records and affidavits of compliance. The contractor must submit an invoice and charges must only include prices listed in the contractor’s bid response. Any additional costs associated with this project must be approved through the appropriate Change Order mechanism approved by the Boone County Commission. No additional fees or taxes shall be included as additional charges. The County agrees to pay invoices within 30 days of receipt of a valid invoice. Invoices should be submitted to Boone County Public Works for project #1, at the above address referenced in paragraph 2.6,
- 2.8. **INSURANCE REQUIREMENTS**
- 2.8.1. **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.
- 2.8.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, 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 at minimum \$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 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.
- 2.8.3. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them 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 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 \$3,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

- 2.8.4. **COMMERCIAL 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; and both on and off the site of work.
- 2.8.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, 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.
- 2.8.6. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 2.9. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.10. **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.

- 2.11. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.12. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.
- 2.13. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.
- 2.14. **Employment of Unauthorized Aliens Prohibited**
 - (a) Contractor agrees to 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.
 - (b) 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.
 - (c) 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.
- 2.15. **Payment Bond** – Contractors are required to provide the County with a Payment Bond in a form acceptable to County if an award amount exceeds \$50,000.00 on forms provided by the County. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

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. County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the bid 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** - County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - 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** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. 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.

4. **Response Form**

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. E: Mail Address: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. Prompt Payment Terms: _____

4.9. **BID RESPONSE** – Bid prices must include any and all labor, parts, and material required to perform the work in accordance with the bid specifications. **Note: Quantities are estimated. Bidders are responsible for taking measurements of the work areas for bid submission.**

4.9.1. **PRICING**

	<u>Description</u>	<u>Project Cost</u>
4.9.1.1.	Site One (1) Public Works	\$ _____
4.9.1.2.	Site Two (2) EEC Antenna Site	\$ _____
4.9.1.3.	Site Three (3) EEC Storage	\$ _____
4.9.1.4.	Site Four (4) Battle Antenna Site	\$ _____
4.9.1.5.	Total:	\$ _____

4.9.1.6. For the Scope of Work described herein, and estimated quantities listed above, Contractor anticipates "Start of Work" within _____ calendar days from receipt of Notice to Proceed.

4.9.2 Bidder must complete and submit enclosed Statement of Bidder's Qualifications. Refer to Attachment A.

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

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Date of Signature: _____



"No Bid" Response Form

Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

Melinda Bobbitt, CPPO, CBBP
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: 27-10MAY16 – Chain Link Fence Installation

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



Standard Terms and Conditions

Boone County Purchasing
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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.

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 so, 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 contracts *with contact information*, completed within the last three years, for similar services as described in this bid, including value of each: *See next page-*
- 12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

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):

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/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

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 page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

(Please complete and return with Bid)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

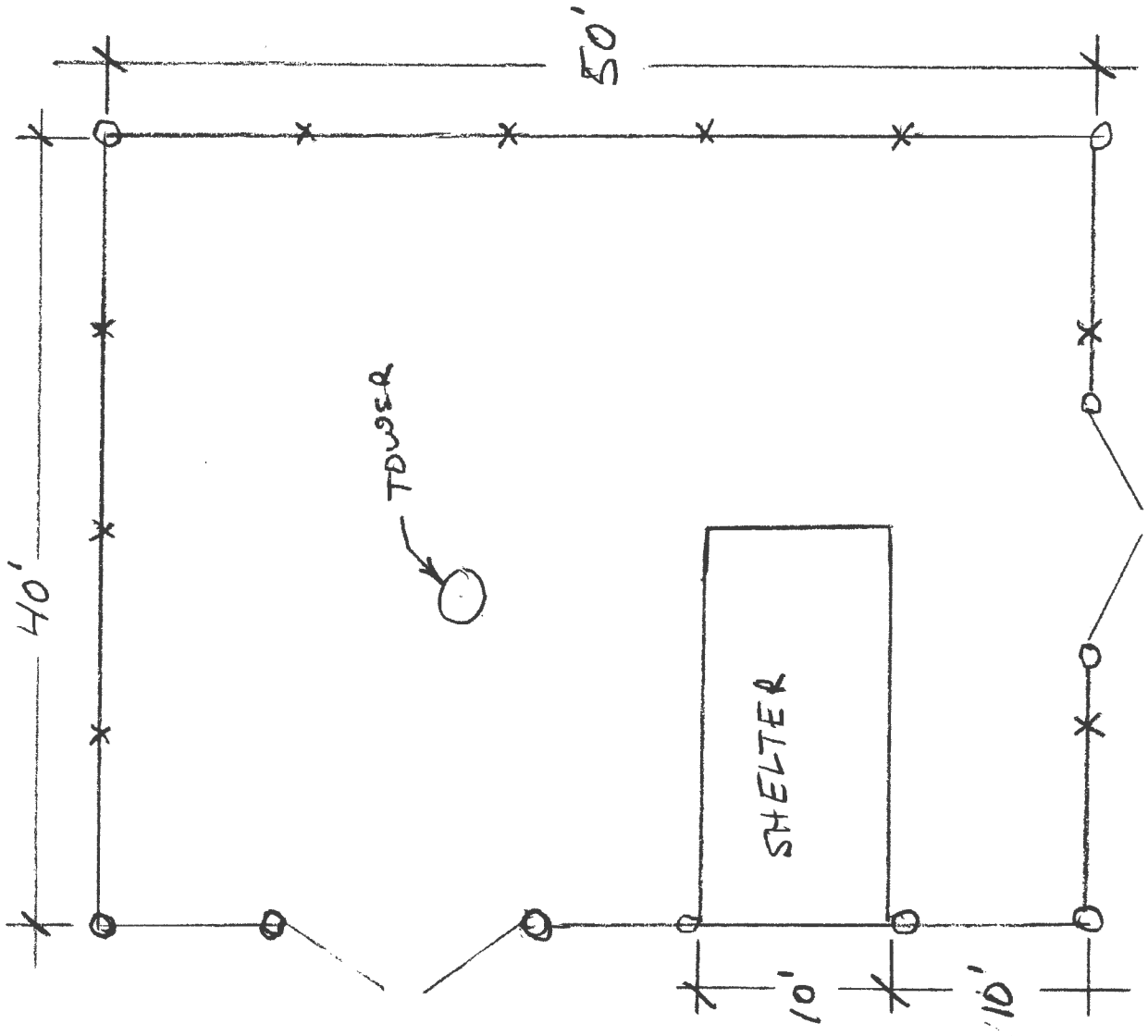
- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department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

Name and Title of Authorized Representative

Signature

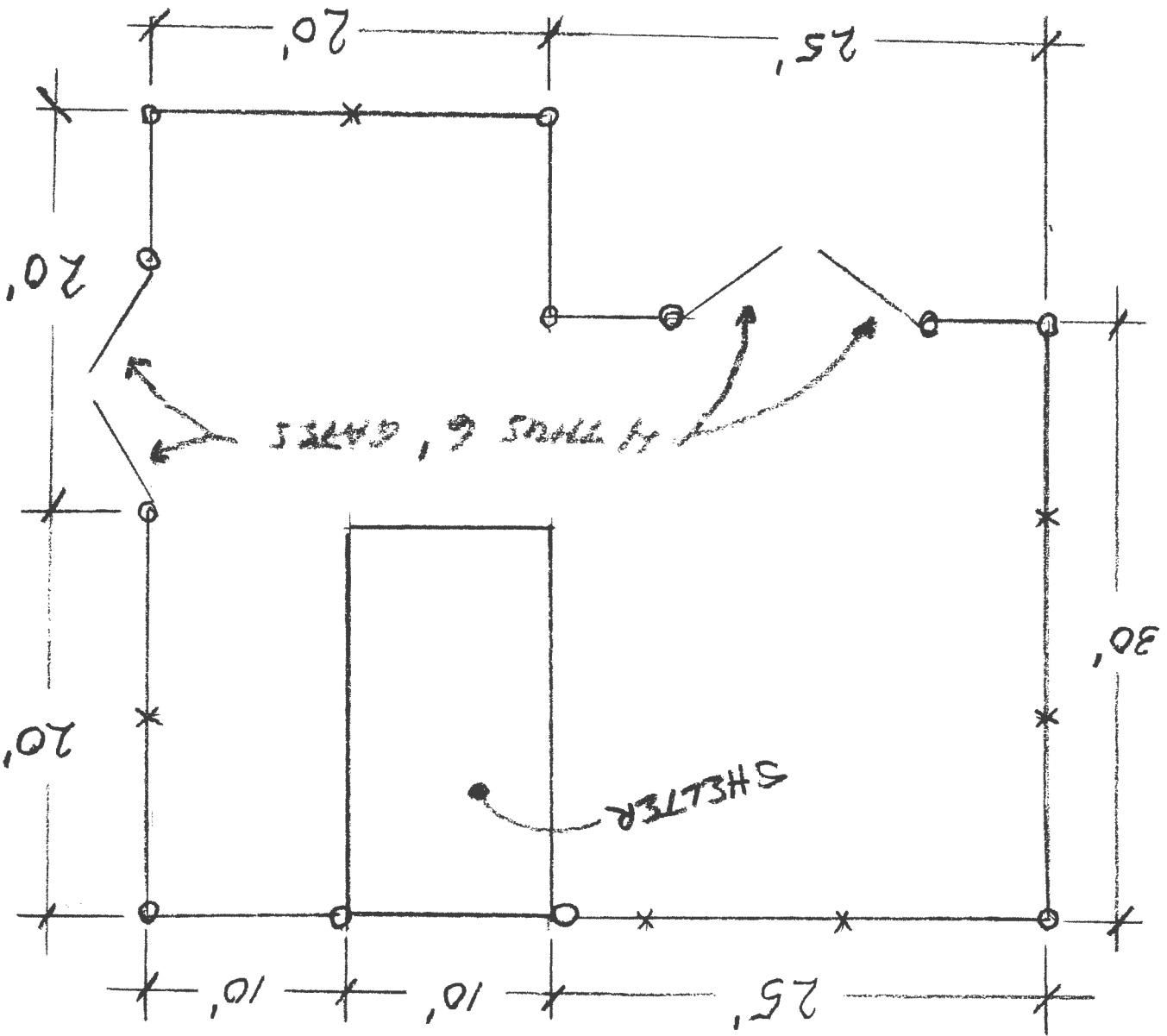
Date

BHS SITE
2600 BATTLE AVE

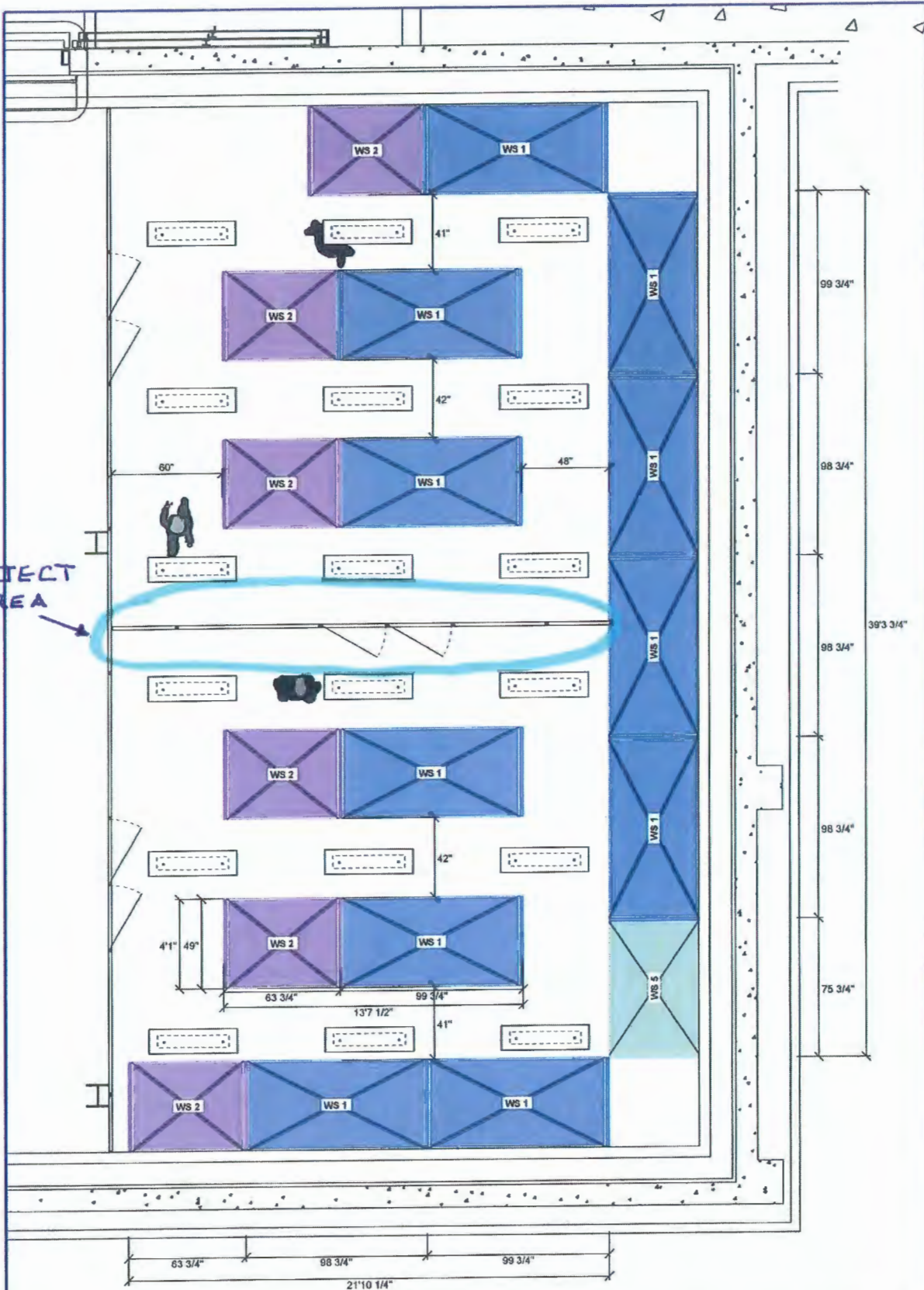


2 THUS
6' WIDE
GATES

2 THUS
6' WIDE
GATES



ICT SITE
 21HS COUNTY DRIVE



PROJECT AREA

BRADFORD
SYSTEMS

Project Name:
**Boone County 911/Emergency
Management Storage
SITE THREE (3)**

Project #:

Drawn by:
Curt Rogers

Date Printed:
03/14/2016

Scale
1/4" = 1'

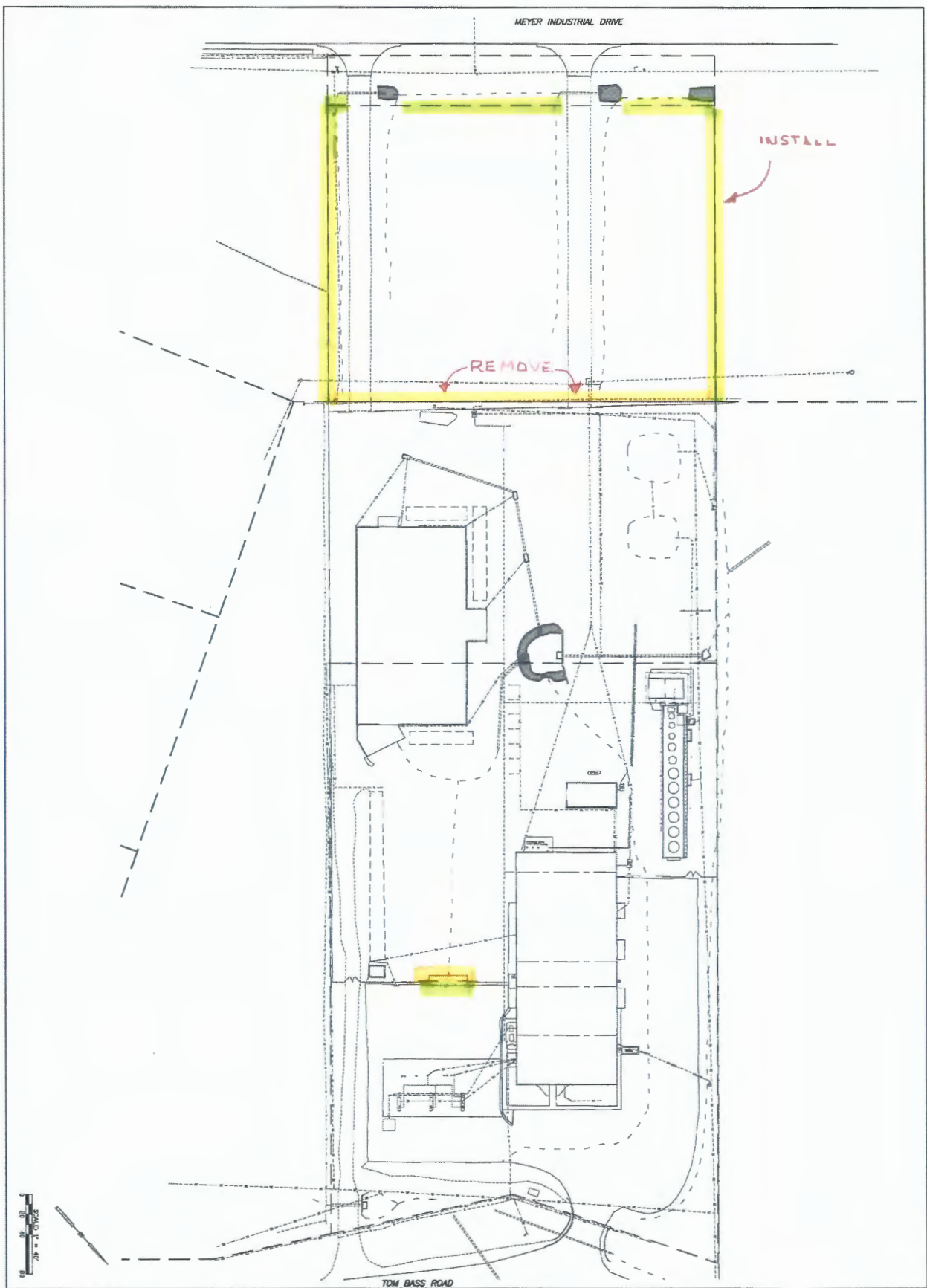
Rev level:

APPROVAL

This drawing Approved By:

Dated:

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SHEET	DATE	03/25/2014
	JOB NUMBER	
	SCALE	1"=40'
	REVISIONS	

REDUCED COPY

SOUTH FACILITY SITE PLAN
BOONE COUNTY PUBLIC WORKS
5551 S. TOM BASS RD.