

**INVITATION FOR BIDS
FOR THE
RIGHT TO HARVEST HAY ON
BOONE COUNTY PROPERTY**

**FOR THE
COUNTY OF BOONE
COLUMBIA, MISSOURI**

IFB #32-23MAY16

BID OPENING DATE: Monday, May 23, 2016

TIME: 2:00 P.M. Central Time

**LOCATION:
Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201**

Prepared by:

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
County of Boone - Missouri
613 E. Ash St, Room 110
Columbia, MO 65201
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I. INTRODUCTIONS AND GENERAL CONDITIONS OF BIDDING

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 Primary Specifications.

DEFINITIONS

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.

Bidder / Contractor / Supplier – These terms refer generally to businesses having some sort of relations 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/entities which may provide the subject goods and/or services.

Bid – This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An “Invitation for Bid” is used when the need is well defined. An “Invitation for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.

Response – The written, sealed document submitted according to the Bid instructions.

BID CLARIFICATION – Questions regarding this Bid should be directed in writing, preferably by e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.

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.

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.

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 most effective and beneficial outcome that meets the County needs as interpreted by the County.

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.

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.

COMPLIANCE WITH STANDARD TERMS AND CONDITIONS – Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a copy of which is attached to this Bid.

II. RESPONSE PRESENTATION AND REVIEW

BIDS- Sealed bids will be received by the County of Boone - Missouri for the **Right to Harvest Hay** on property owned by Boone County, Missouri. Parcels are located at:

Central Missouri Events Center
5212 N. Oakland Gravel Road
Columbia, MO 65202

Entire parcel is approximately 128 acres (not all acres can be mowed)

Boone County Sheriff
2121 County Drive
Columbia, Missouri 65202

Entire Parcel is approximately 140 acres (not all acres can be mowed)

BID FORM- Attached hereto is a Response Form to be used for the submission of requested information. The Purchasing Department of Boone County must receive the Bid Form no later than **Monday, May 23, 2016 by 2:00 P.M., Central Time**. The bid response must be sealed and clearly addressed to Boone County Purchasing, 613 E. Ash Street, Room 110, Columbia, MO 65201 with a notation of the sealed envelope marked “32-23MAY16 – Right to Harvest Hay.”

SUBMITTAL OF RESPONSES – Responses **MUST** be received by the date and time note above. **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.

Advice of Award – If you wish to be advised of the outcome of this Bid, the results may be viewed on the County’s web page at www.showmeboone.com.

BID OPENING – On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response. In the event only one bid is received by the date and time of the bid opening, County reserves the right to not open the bid and extend the Closing Date for the purpose of inviting bid responses from more vendors in the interest of establishing competition.

RESPONSE CLARIFICATION – The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.

Rejection or Correction of Responses – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County’s best interest.

WITHDRAWAL OF BIDS- Any bidder may withdraw their bid at anytime prior to the scheduled closing time for the receipt of bids, but no bidder may withdraw their bid for a period of sixty (60) days after the scheduled closing time for the receipt of bids. Only letters, e-mails and other written requests for corrections of a previously submitted bid which are addressed in the same manner as bids and are received by the County prior to the scheduled closing time for the receipt of bids will be accepted.

EVALUATION PROCESS – The County’s sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County’s needs at the best 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 Contract selected appears to offer the best overall solution for our current and anticipated needs at the best possible cost.

Method of Evaluation – The County will evaluate submitted Responses in relation to all aspects of this Bid.

Acceptability – The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.

Endurance of Pricing – Bidder’s pricing must be held until contract execution or 60 days, whichever comes first.

AWARD- The County shall make award to the highest and responsive bid. The County reserves the right to reject any and all bids and to waive informalities in bids.

CONTRACT DOCUMENTS- The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.

III. PRIMARY SPECIFICATIONS

DESCRIPTION:

Boone County is seeking mowing of property be provided to County in exchange for being allowed to harvest the hay on the parcel(s).

Proposal response can be made to harvest on one or both parcels of land, but the response must be clear if one or both parcels are sought.

TERMS OF SALE:

- A. Pastures are offered on an "as is" and "where is" basis, and the County makes no guarantee as to its condition.
- B. **Contract Duration:** The Contract period shall be from **date of award through December 31, 2016**. The contract may be extended beyond the expiration date for **three (3) additional one-year periods**, each period exercised separately by County of Boone at its discretion, final expiration December 31, 2019.
- C. Bidder shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment required, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. **To arrange for a visit to either the Central Missouri Events Center or the Boone County Sheriff, please contact Melinda Bobbitt at (573) 886-4391.**

SPECIFIC PROPOSAL REQUIREMENTS:

- A. Contractor shall agree to mow grass on proposed area as needed during the growing season, cut and removal of all hay in fields on as as-needed basis and check the parcel(s) periodically to view any damage or accessing of the property.
- B. All grass shall be mowed and cleared and not to exceed (24) twenty-four inches in height.
- C. Contractor will initially perform the above mentioned work within sixty (60) days of the execution of this agreement. Thereafter, the harvesting of hay is to be performed at least twice per year as a minimum or on an "as needed" basis as determined by County. All hay bales shall be moved within (30) days from baling.
- D. No one can live or use any structures on the parcel(s).
- E. No equipment is to be stored on the parcel(s) nor can the land be used for ANY other purpose.

- F. Contractor is not to perform any work or activity not mentioned in this Invitation for Bid.
- G. If the Contractor discovers an unusual amount of trash (over ten cubic feet, for example), the Contractor should notify the County Representative so that it can be removed by County.
- H. Safety hazards, dead animals, or landscaping damage to be reported to the County Representative on the day of discovery.
- I. Contractor shall use care and caution while performing the work and shall notify County Representative within (24) hours of any damage sustained to property and shall compensate the County within ten (10) days for any damages directly caused by Contractor to the property. Repairs of any damage shall be completed to the County's satisfaction. If repairs are not done to the County's satisfaction, the County reserves the right to procure the services of a qualified vendor and the Contractor shall reimburse the County for the cost of the repairs.

IV. BOONE COUNTY INSURANCE REQUIREMENTS -

The successful Contractor will be required to comply with the following insurance requirements:

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.

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.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to include 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.

Business Automobile Liability – The Contractor shall maintain during the life of this contract,

automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

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.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

Certificate Holder address:

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

V. 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.

VI. RESPONSE FORM

**INVITATION FOR BIDS
FOR THE RIGHT TO HARVEST HAY ON BOONE COUNTY PRPERTY
FOR THE COUNTY OF BOONE, MISSOURI**

The undersigned hereby offers to harvest hay under the terms and conditions indicated in the bid for the Right to Harvest Hay for Boone County - Missouri:

Central Missouri Events Center Parcel- Select one of the following:

_____ Equal exchange of mowing for right to harvest hay. \$0.00 compensation to County.

_____ Paying the County: \$ _____ for each mowing

_____ Charging the County: \$ _____ for each mowing

Boone County Sheriff Parcel - Select one of the following:

_____ Equal exchange of mowing for right to harvest hay. \$0.00 compensation to County.

_____ Paying the County: \$ _____ for each mowing

_____ Charging the County: \$ _____ for each mowing

NAME OF BIDDER: _____

OFFICIAL ADDRESS: _____

PHONE NUMBER: _____ FAX: _____

E-MAIL: _____

CHECK BELOW WHERE APPROPRIATE:

Corporation- Federal Tax I.D. Number: _____

Partnership Name _____

Individual/Proprietorship- Individual Name _____

Other _____

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.

AUTHORIZED REPRESENTATIVE OF FIRM SUBMITTING BID: (Sign by Hand)

Signature

Date

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

Title: _____

PRIOR EXPERIENCE

Include references familiar with your work performance in mowing and harvesting of hay.

1. Prior Services Performed for:

Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services:

2. Prior Services Performed for:

Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services:

3. Prior Services Performed for:

Name:

Address:

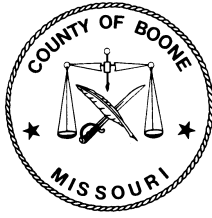
Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services



“No Bid” Response Form

Boone County Purchasing
613 E. Ash, Room 110
Columbia, MO 65201
Melinda Bobbitt, CPPO, CPPB
(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 Invitation for 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: 32-23MAY16 – Right to Harvest Hay on Boone County, Missouri Property

Business Name: _____

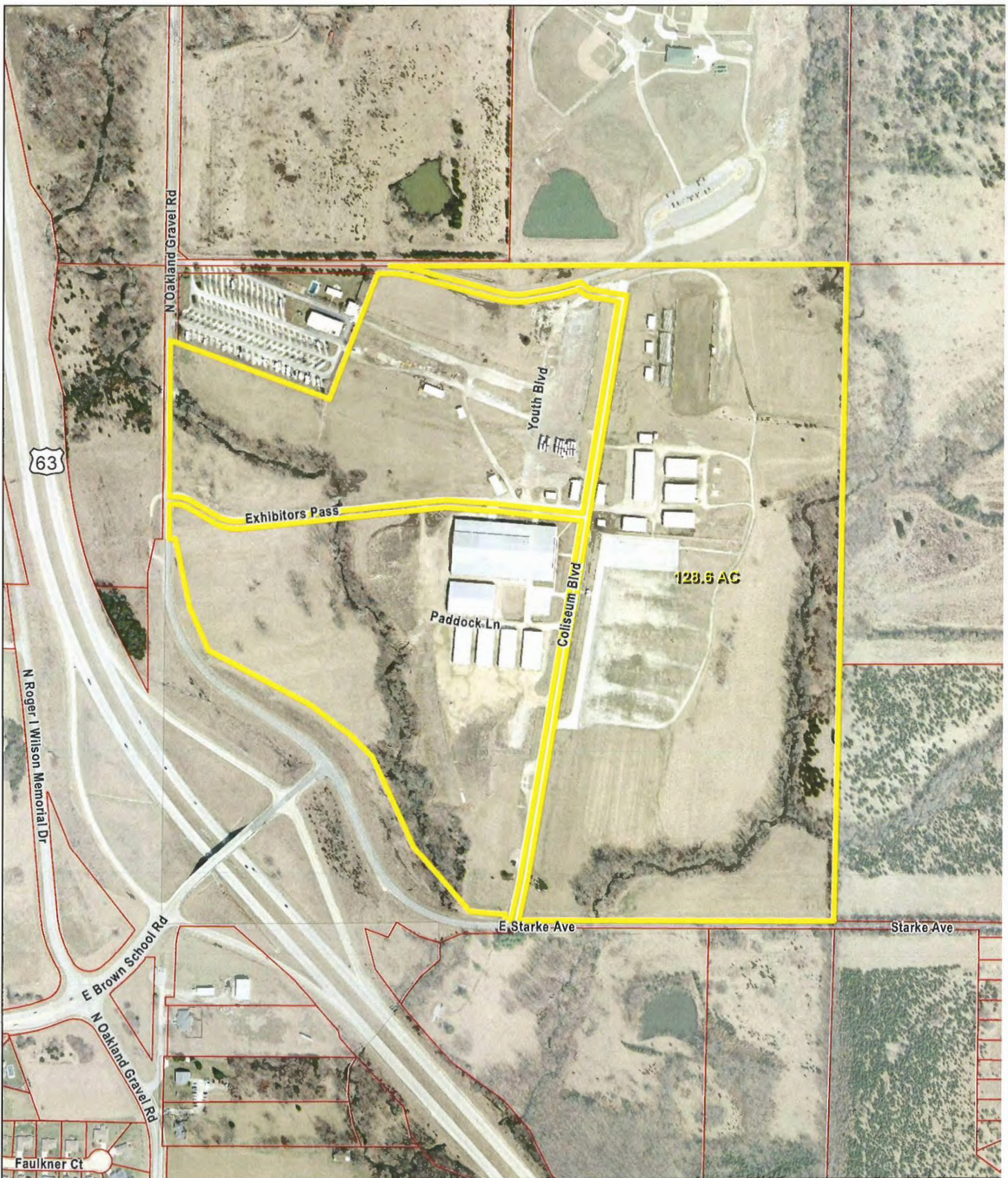
Address: _____

Telephone: _____

Contact: _____

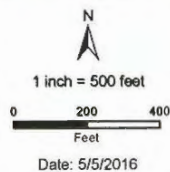
Date: _____

Reason(s) for not bidding:



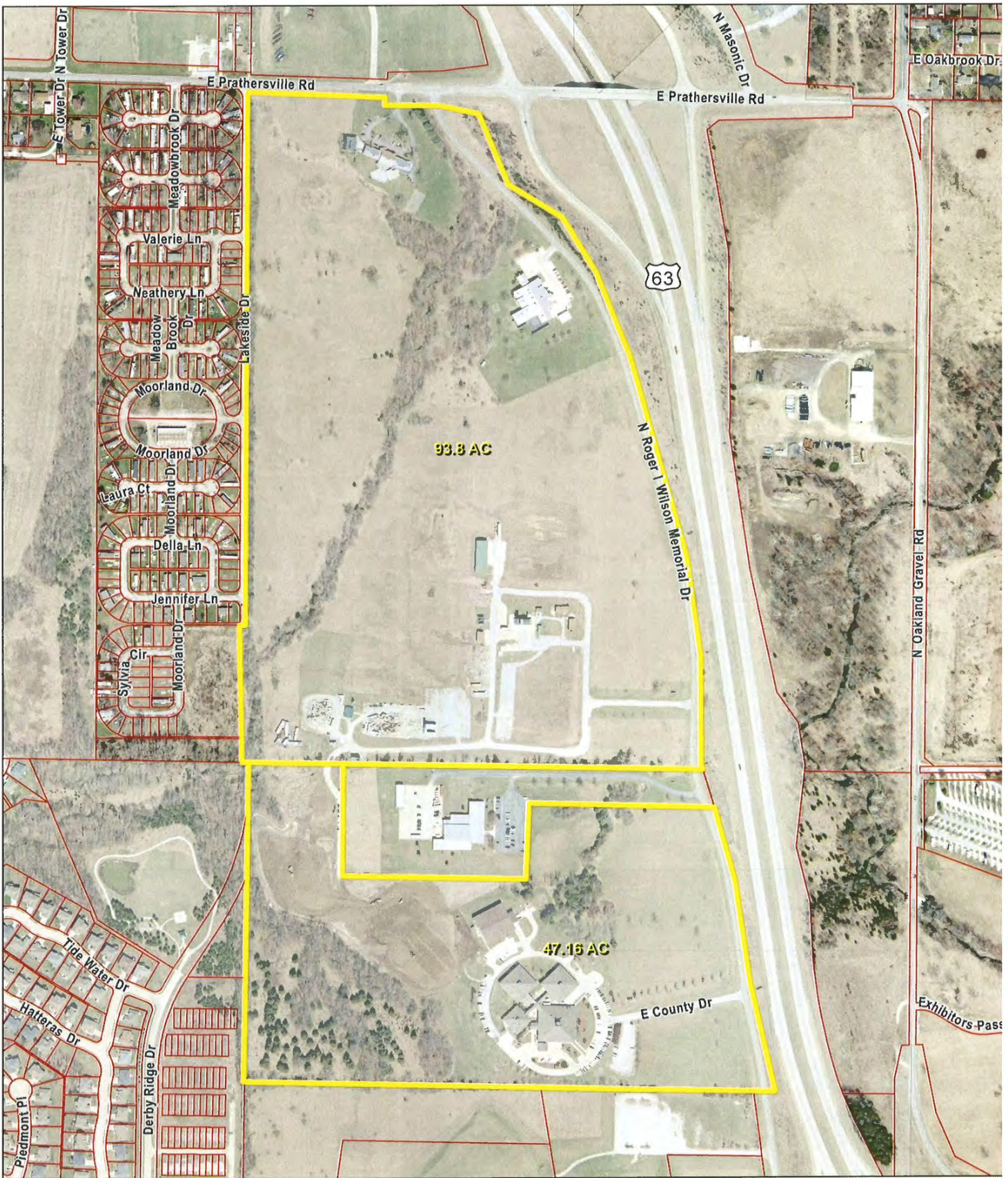
CENTRAL MISSOURI EVENTS CENTER

- Central Missouri Events Center
- Parcel
- City Limits



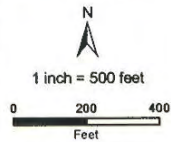
Assessor Data/Map Disclaimer:
 These maps were prepared for the inventory of real property based on the utilization of deeds, plans, and/or supportive data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development, and other causes. The existence, dimension, and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.

The following map sources were utilized from the Boone County Assessor's Office, GIS Department & City of Columbia: Parcel boundaries, ownership, roads, and various reference layers.



**BOONE COUNTY
SHERIFF'S DEPARTMENT**

- Boone County Sheriff's Department
- Parcel
- City Limits



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