



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Robert Wilson Buyer

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Email: rwilson@boonecountymo.org

Bid Data

Bid Number: **51-27DEC17**
Commodity Title: **Guardrail - New Installation and Repair Services - Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, December 27, 2017**
Time: **2:00 P.M. CST (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
613 E. Ash Street, Room 109
Columbia, MO 65201**
Directions: The Purchasing office is located on the Northwest corner at 7th Street and Ash Street. Enter the building from the south Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Wednesday, December 27, 2017**
Time: **2:00 P.M. CST**
Location / Address: **Boone County Purchasing Department
613 E. Ash Street, Room 109
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**
 - Exhibit A-Prior Experience**
 - Debarment Certification**
 - Instructions for Compliance with House Bill 1549**
 - Work Authorization Certification**
 - Certification of Individual Bidder**
 - Affidavit (Individual Bidder)**
 - Prevailing Wage – Annual Wage Order 24**
 - Affidavit of Compliance with Prevailing Wage Laws**
 - Affidavit of Compliance with OSHA**
 - Standard Terms and Conditions**
 - “No Bid” Response Form**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
Mobilization -- the activation of Contractor's physical and manpower resources in Boone County. There will be one mobilization charge allowed for each series of work in Boone County, which may involve multiple work sites in Boone County. If County proposes additional work sites while Contractor is already mobilized in Boone County, and Contractor agrees to perform on the same, there will only be one mobilization charge for that entire series of work.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty-eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com. Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.

- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an “all or none” basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder’s Response.
- 1.6. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from **date of written Commission Order through December 31, 2018** and may be automatically renewed for up to **an additional two (2) one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County’s standard “boilerplate” terms and conditions for Contracts, a sample of which is attached to this Bid.

2. **Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, tools, equipment, traffic control, and supervision to perform **Guardrail - New Installation and Repair Services** to various locations throughout Boone County, Missouri.
 - 2.1.1. The contract includes line items on the Response Form to install new, repair or replace major components and assemblies of standard guardrail types or proprietary crashworthy end terminals along County maintained roads. The quantities required by the County may vary throughout the contract period depending on the needs of the County. Some of the identified line items may not be utilized at all during the contract period while others may be utilized more than once.
- 2.2. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the percentages outlined on the Response Form for the renewal periods.
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6. **SCOPE OF WORK**
 - 2.6.1. The Contractor shall provide guardrail and end terminal installation, repair and replacement on an as needed basis in response to new projects, vehicle damage and similar sudden occurrence, such as physical damage by the elements. For repairs, the Contractor shall remove all damaged components from the existing structure and repair the structure to specified standards. The Contract will be implemented by the County on an as needed basis throughout the life of the Contract.
- 2.7. **SUB-CONTRACTORS**
 - 2.7.1. No subcontractors shall be used without prior **written** approval by the Director of Public Works.
- 2.8. **CONTRACTOR QUALIFICATIONS AND EXPERIENCE**
 - 2.8.1. The Contractor to whom the guardrail services contract is awarded must provide evidence they have past experience in the type of work as outlined in the attached specifications for a minimum of three (3) years. Exhibit A is attached for the purpose of listing previous work experience.
 - 2.8.2. The Bidder, at time of bid submittal, shall possess the correct occupational licenses, all professional licenses, or other authorizations necessary to carry out and perform the work required by the project pursuant to all-applicable Federal, State and Local laws, statutes, ordinances, and rules and regulations of any kind.
 - 2.8.3. The Bidder is assumed to be familiar 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 on the part of the Bidder will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations.
 - 2.8.4. The Contractor must comply with all pertinent requirements of the local codes and utility companies.

2.8.5. The Contractor will be responsible for obtaining any and all required permits. The County shall not be responsible for the cost of any such permits.

2.9. **TECHNICAL SPECIFICATIONS**

2.9.1. **Specifications** – The bid is set up on a term and supply basis. The contract shall include new installation, removal and disposal of the damaged guardrail materials and installation of guardrail and associated materials. The contract will also include the purchase and delivery of the guardrail and associated materials necessary to repair the structure.

2.9.2. **Mobilization** – This item shall include the work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to and from Boone County. Mobilization shall be a lump sum cost for each work order. (The work order may consist of more than one work site.)

2.9.3. **New Installation** – The Contractor shall install only new components, material, hardware, or other appurtenance as designated in the work order. Contractor shall pay no less than the current Prevailing Wage Determination in force at the time of this bid or most recent contract renewal date. (See attached current Annual Wage Order 24)

2.9.4. **Removal and Replacement of Individual Components** – The Contractor shall remove and replace the existing damaged component, material, hardware, or other appurtenance as designated in the work order. The Contractor shall reuse any undamaged components or materials salvaged from the damaged guardrail system, terminal, or appurtenance in order to provide a fully functional system as designated by the County.

2.9.5. **Realigning Posts** – Undamaged posts that are out of alignment shall be realigned. Any voids around the posts shall be securely backfilled with cohesive soil or sand meeting the requirements of Section 1005.2.4 of the 2011 Missouri Standard Specifications for Highway Construction. The backfill shall be thoroughly tamped.

2.9.6. **Driving Replacement Posts and Foundation Tubes** – Replacement post or foundation tube may be placed in the same hole as the removed damaged post or tube. The hole shall first be backfilled with a cohesive soil or sand meeting the requirements of Section 1005.2.4 of the 2011 Missouri Standard Specifications for Highway Construction. The backfill shall be thoroughly tamped before driving the replacement post or tube.

2.9.7. **Terminal End Marker** – The Contractor shall furnish and install a modified Type III black and yellow object marker on repair of crashworthy end terminals located 12 feet or less from the edge of the roadway.

2.9.8. **Blocks** – The Contractor shall use 8-inch x 6-inch x 14-inch wood guardrail blocks for new Type A guardrail installations and installations requiring both post and block. The Contractor may use 6-inch x 6-inch x 14-inch wood blocks for existing locations requiring only block replacement. All existing Type E guardrail installation required guardrail block replacement shall use 8-inch x 6-inch x 21-inch wood blocks.

2.9.9. **Work Orders** – The Contractor will receive a written work order from the County directing the type and date of work to be performed at each location. The work order may consist of more than one site requiring repair. The work order will be supplied to the Contractor by fax unless other arrangements are agreed upon. The Contractor shall confirm receipt of each work order by the same means as issued. The Contractor shall complete all work described in each work order within 10 calendar days of the notice to proceed date. The Contractor will be entitled to an extension of contract time because of unsuitable weather conditions when authorized in writing by the County.

2.10. **GENERAL CONDITIONS**

2.10.1. **Estimated Usage:** This Contract shall be for New Installation and Repair Services for Guardrail on an as needed basis as requested by the County. Based on past usage, the **estimated** total expenditures against this contract are expected to exceed \$5,000 annually. The expenditures specified herein are estimates only based on past usage and anticipated future requirements, and as such, do not constitute a guarantee on the part of the County.

2.10.2. In the event any provisions of Contract are not fulfilled by Contractor and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract within 10 days after such written notice.

2.11. **CONTRACTOR’S RESPONSIBILITY/SERVICE REQUIREMENTS**

- 2.11.1. **Work Hours** - Contractor shall provide unlimited service during normal business hours. Normal business hours are Monday – Friday, 7 a.m. to 5 p.m., excluding holidays. Emergency repair and night repair are not a part of this bid.
- 2.11.2. **Equipment/Safety** - The safety of the Contractor’s employees and the public is of prime concern to the County and the Contractor must take all necessary steps to ensure proper safety during the performance of the Contract. Any Bidder that has a history of safety problems or a high incidence of accidents will not be considered for award of a Contract.
- 2.11.3. **Traffic Control** – The Contractor shall be responsible for providing traffic control at each site. If possible, the Contractor shall maintain at least one lane of traffic open during repair operations. Any road closures must be approved in advance by the County.
- 2.11.4. **Utilities** – The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.
- 2.11.4.1. **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.
- 2.11.5. **Final Inspection and Approval** - The Contractor shall request the County to conduct site inspections after the project is complete. The County will prepare a “punch-list” during the inspection and will forward a copy of the “punch-list” to the Contractor. After the “punch-list” items have been corrected, the Contractor shall request a final inspection with the County. Final project approval is contingent upon the County’s final inspection and written approval.
- 2.11.6. **Property Damage** - Contractor shall be responsible for repair of any damage to County property and restoration of any facility damage, beyond normal wear and tear, caused by Contractor’s activities. Repair and restoration shall be to the satisfaction of the County. Any repair/restoration of these damages shall be performed at no cost to the County.
- 2.11.7. **Prevailing Wage** – Shall apply to new installation only, all other work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.11.7.1. The new installation portion of this contract shall be based upon payment by the contractor of wage rates not less than the prevailing hourly wage rate(s) for each craft or classification of worker engaged on the work as determined by the Labor & Industrial Relations Commission of Missouri on behalf of the Division of Labor Standards.
- 2.11.7.2. The contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.
- 2.11.7.3. 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.

- 2.11.8. **Records** - The Contractor and each Subcontractor shall keep an accurate record showing names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by representatives of the Labor & Industrial Relations Commission and the County. The payroll records shall not be destroyed or removed from the State for at least one (1) year after completion of the work. Contractors and Subcontractors will submit certified copies of their payrolls to the County prior to contract acceptance.
- 2.11.9. **Notices** - Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Labor & Industrial Relations Commission of Missouri shall be displayed in at least four (4) conspicuous places on the project under a heading of NOTICE with the heading in letters at least one inch (1") high.
- 2.11.10. **Penalty** - Pursuant to Section 290.250 RSMo, the Contractor shall forfeit to the County as a penalty, ten dollars (\$10) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the contract, by them or by any Subcontractor under them.
- 2.11.11. **Affidavit of Compliance** - After completion of the work and before final payment can be made under this contract, the Contractor and each Subcontractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Section 290.210 to 290.340 RSMo.
- 2.11.12. **Wage Determination** - During the life of this contract, the prevailing hourly rate of wages is subject to change by the Labor & Industrial Relations Commission or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of such changes. The following prevailing wage rate determination made by the Division of Labor Standards, Labor & Industrial Relations Commission, is reproduced verbatim and is applicable to this contract.
- 2.12. **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.
- 2.12.1. 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.**
- 2.12.2. 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.
- 2.12.3. Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the OSHA Training Requirements.
- 2.13. **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.

- 2.13.1. **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.
- 2.13.2. **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.**

- 2.13.3. **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.
- 2.13.4. **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.
- 2.13.5. **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. 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.

- 2.14. **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.
- 2.14.1 Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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.

- 2.15. **Certificate Holder address:**
County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201
- 2.16. **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 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 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.
- 2.17. **SPECIAL CONDITIONS AND REQUIREMENTS**
- 2.17.1. **Inspection of Facilities** - It is the bidder's responsibility to become fully informed as to where services are to be provided and/or the nature and extent of the work required.
- 2.17.2. **Inspection of Equipment** - The County reserves the right to inspect the Contractor's equipment and to perform such investigation as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the Contract.
- 2.17.3. **Invoices** - The County's contract number must appear on the invoice.
- 2.17.4. **Billing and Payment** - Payment for Guardrail Repair Services shall be made at the contract unit price of each of the pay items included in the Contract and will be considered full compensation for all labor, material, and equipment. A list of materials used and the total hours for each material shall accompany the invoice. Monthly statement should be submitted to Boone County Public Works for payment which will be made 30 days after receipt of a correct and valid invoice. The billing address is Boone County Public Works, 5551 Tom Bass Road, Columbia, MO 65201.

- 2.17.4.1. **ACH Payment** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.17.5. **Pricing** – Contract will be awarded on a firm price for the **initial period ending on December 31, 2018**. Prices are subject to adjustment thereafter, effective on the renewal date and must remain firm through the end of the renewal period.
- 2.17.6. It shall be the responsibility of the Contractor to notify the County of Boone sixty (60) days prior to the end of the contract period of any pending price increase which will take effect at the beginning of the ensuing renewal period.
- 2.18. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Robert Wilson, Buyer, 613 E. Ash, Room 113, Columbia, Missouri 65201. Phone: (573) 886-4393 Fax: (573) 886-4390 or Email: rwilson@boonecountymo.org.
- 2.19. **DESIGNEE:** Greg Edington, Director, Public Works
Boone County Public Works
5551 Tom Bass Rd., Columbia, MO 65201; Phone: (573) 449-8515
- 2.20. **AWARD OF CONTRACT** - The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. Response Presentation and Review

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

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. Will you accept automated clearinghouse (ACH) for payment of invoices?

- 4.10. **PRICING** – The bidder must complete the following pages in their entirety. Bid prices must include any and all labor, parts, and material required to perform the new construction and repairs described in Section 2 of this bid request. This includes the removal and disposal of existing damaged structure. This contract shall be for new construction and repair services on an as needed basis as requested by the County. The bid quantities are estimated based on new installations and previous repairs completed by the County. The County may vary on the quantity of each bid item throughout the contract period based upon need. Some bid items may not be utilized while other items may be required more than once.

Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
4.10.1.	Mobilization-Each Work Order	LS	1	\$	\$
Type A Guardrail					
4.10.2.	Repair - Remove and Replace 12.5 Foot Beam	EACH	1	\$	\$
4.10.3.	Repair - Remove and Replace 12.5 Foot Radius Beam, Concave or Convex	EACH	1	\$	\$
4.10.4.	Repair - Remove and Replace 6-foot Steel Post	EACH	1	\$	\$
4.10.5.	Repair - Remove and Replace 7-foot Steel Post	EACH	1	\$	\$
4.10.6.	Repair - Remove and Replace 6-foot Wood Post	EACH	1	\$	\$
4.10.7.	Repair - Realign and Use Existing Post	EACH	1	\$	\$

Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
Type A Guardrail (Continued)					
4.10.8.	Repair - Remove and Replace 8-inch x 6-inch x 14-inch Wood Block	EACH	1	\$	\$
4.10.9.	Repair - Remove and Replace End Section	EACH	1	\$	\$
4.10.10.	Repair - Remove and Replace Terminal Connector	EACH	1	\$	\$
4.10.11.	Repair - Install Post in Solid Rock or Through Concrete	EACH	1	\$	\$
Type E Guardrail					
4.10.12.	Repair - Remove and Replace 12.5-foot Thrie Beam Rail	EACH	1	\$	\$
4.10.13.	Repair - Remove and Replace 6-foot Wood Post	EACH	1	\$	\$
4.10.14.	Repair - Realign and Use Existing Post	EACH	1	\$	\$
4.10.15.	Repair - Remove and Replace 8-inch x 6-inch x 21-inch Wood Block	EACH	1	\$	\$
4.10.16.	Repair - Remove and Replace Thrie Beam Terminal Connector	EACH	1	\$	\$
4.10.17.	Repair - Install Post in Solid Rock or Through Concrete	EACH	1	\$	\$
End Terminal					
4.10.18.	New Installation – Type A Crashworthy End Terminal	EACH	1	\$	\$
4.10.19.	Repair - Remove and Replace Type A Crashworthy End Terminal	EACH	1	\$	\$
4.10.20.	New Installation – Type A Flared Crashworthy End Terminal	EACH	1	\$	\$
4.10.21.	Repair - Remove and Replace Type A Flared Crashworthy End Terminal	EACH	1	\$	\$
4.10.22.	New Installation – Type B Crashworthy End Terminal	EACH	1	\$	\$
4.10.23.	Repair - Remove and Replace Type C Crashworthy End Terminal	EACH	1	\$	\$
4.10.24.	Repair - Remove and Replace Type W Beam End Section	EACH	1	\$	\$
Anchor					
4.10.25.	Repair - Remove and Replace End Anchor	EACH	1	\$	\$
4.10.26.	Repair - Remove and Replace Embedded Guardrail Anchor	EACH	1	\$	\$
4.10.27.	Repair - Remove and Replace Thrie Beam Bridge Anchor Section	EACH	1	\$	\$
Transition Section					
4.10.28.	Repair - Remove and Replace Transition Section	EACH	1	\$	\$
4.10.29.	Repair - Remove and Replace 6-foot Post	EACH	1	\$	\$
4.10.30.	Repair - Remove and Replace 7-foot Post	EACH	1	\$	\$

Item #	Description	Unit of Measure	Qty	Unit Price	Extended Total
SRT-350					
4.10.31.	Repair - Remove and Replace 6-inch x 8-inch x 45-inch Wood Post 1-2	EACH	1	\$	\$
4.10.32.	Repair - Remove and Replace 6-inch x 8-inch x 72-inch Wood Post 3-9	EACH	1	\$	\$
4.10.33.	Repair - Remove and Replace 6-inch x 8-inch x 14-inch Wood Block	EACH	1	\$	\$
4.10.34.	Repair - Remove and Replace Strut Assembly	EACH	1	\$	\$
4.10.35.	Repair - Remove and Replace First Slotted 12.5-foot Guardrail Panel	EACH	1	\$	\$
4.10.36.	Repair - Remove and Replace Second Slotted 12.5-foot Guardrail Panel	EACH	1	\$	\$
4.10.37.	Repair - Remove and Replace Barrier End Nose Piece	EACH	1	\$	\$
4.10.38.	Repair - Remove and Replace Steel Foundation Tube with Soil Plate	EACH	1	\$	\$
Terminal End Marker					
4.10.39.	New Installation – Type III Black and Yellow Object Marker on End Terminal	EACH	1	\$	\$
4.10.40.	Repair - Install Type III Black and Yellow Object Marker on End Terminal	EACH	1	\$	\$
Grand Total					\$

RENEWALS – The bidder shall indicate below the maximum increase for each potential

4.11. renewal period.

_____ % 1st Renewal Period _____ % 2nd Renewal Period

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

Authorized Representative (Sign by Hand):

Type or Print Signed Name:

Today's Date: _____

4.13. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

(Please complete and return with Contract)

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

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 for proof of enrollment.**

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

AFFIDAVIT
(Only Required for Certification of Individual Bidder (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:

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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.



“No Bid” Response Form

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, MO 65201

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: rwilson@boonecountymo.org

“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 email, mail, or fax.

Bid: 51-27DEC17 – Guardrail - New Installation and Repair Services - Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

